

**CONTRACTUAL AGREEMENT**  
**EVALUATION: DELAWARE PERFORMANCE APPRAISAL SYSTEM II (DPAS-II)**  
**RFP #2015-07**

This Agreement ("Agreement") is effective *only upon* the execution of a State of Delaware Purchase Order and will end on August 31<sup>st</sup> 2015, by and between the State of Delaware, Department of Education, hereafter referred to as DDOE, and Research for Action hereafter referred to as RFA.

WHEREAS, DDOE desires to obtain certain services to implementation and outcomes of the Delaware educator and administrator performance appraisal system (Delaware Performance Appraisal System –DPAS-II), identify implementation challenges and promising practices, and provide recommendations for system improvement; and

WHEREAS, RFA desires to provide such services to DDOE on the terms set forth below;

WHEREAS, DDOE and RFA represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, DDOE and RFA agree as follows:

**1. Services.**

1.1 RFA shall perform for DDOE the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.

1.2 Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) DDOE's request for proposals, attached hereto as Appendix C; and (c) RFA's response to the request for proposals, attached hereto as Appendix D. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

1.3 DDOE may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by RFA shall be furnished without the written authorization of DDOE. When DDOE desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify RFA, who shall then submit to DDOE a "Change Order" for approval authorizing said change. The Change Order shall state whether the



change shall cause an alteration in the price or the time required by RFA for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

1.4 RFA will not be required to make changes to its scope of work that result in RFA's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

## **2. Payment for Services and Expenses.**

2.1 The term of the initial contract *shall be from the execution of this agreement and a State of Delaware Purchase Order* through August 31, 2015.

2.2 DDOE will pay RFA for the performance of services described in Appendix A, Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix B. All dates will be adjusted based upon the execution date of this agreement.

2.3 DDOE's obligation to pay RFA for the performance of services described in Appendices A&B will not exceed the fixed fee amount of \$225,000. It is expressly understood that the work defined in the appendices to this Agreement must be completed by RFA and it shall be RFA's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. DDOE's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in DDOE's purchase order(s) to RFA.

2.4 RFA shall submit monthly invoices to DDOE in sufficient detail to support the services provided during the previous month. DDOE agrees to pay those invoices within thirty (30) days of receipt. In the event DDOE disputes a portion of an invoice, DDOE agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide RFA a detailed statement of DDOE's position on the disputed portion of the invoice within thirty (30) days of receipt. DDOE's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle RFA to charge interest on the overdue portion at no more than 1.0% per month or 12% per annum. All payments should be sent to RFA:

Land Title Building  
100 South Broad Street, Suite 700  
Philadelphia, PA 19110



2.5 Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by RFA. If an Appendix specifically provides for expense reimbursement, RFA shall be reimbursed only for reasonable expenses incurred by RFA in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.

2.6 DDOE is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

2.7 DDOE shall subtract from any payment made to RFA all damages, costs and expenses caused by RFA's negligence, resulting from or arising out of errors or omissions in RFA's work products, which have not been previously paid to RFA.

2.8 Invoices shall be submitted to:

Atnre Alleyne  
Director, Talent Management & Educator Effectiveness  
Teacher and Leader Effectiveness Unit  
Delaware Department of Education  
401 Federal Street  
Dover, DE 19901-3639  
302.735.4130 (T)

### **3. Responsibilities of RFA.**

3.1 RFA shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by RFA, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, RFA shall follow practices consistent with generally accepted professional and technical standards. RFA shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, RFA shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. RFA shall be and remain liable in



accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by RFA's failure to ensure compliance with DTI standards.

3.2 It shall be the duty of RFA to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. RFA will not produce a work product that violates or infringes on any copyright or patent rights. RFA shall, without additional compensation, correct or revise any errors or omissions in its work products.

3.3 Permitted or required approval by DDOE of any products or services furnished by RFA shall not in any way relieve RFA of responsibility for the professional and technical accuracy and adequacy of its work. DDOE's review, approval, acceptance, or payment for any of RFA's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and RFA shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by RFA's performance or failure to perform under this Agreement.

3.4 RFA shall appoint a Project Manager and a Project Director who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Director, or by RFA's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project	Team	Title	% of Project Involvement
	Dr. Daniel Long	Project Director	30%
	Dr. Jessica Beaver	Qualitative Lead	20%
	Kasey Meehan	Project Manager	21%

3.5 Designation of persons for each position is subject to review and approval by DDOE. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, RFA will notify DDOE immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by DDOE. If RFA fails to make a required replacement within 30 days, DDOE may terminate this Agreement for default. Upon receipt of written notice from DDOE that an employee of RFA is unsuitable to DDOE for good cause, RFA shall remove such employee from the performance of services and substitute in his/her place



a suitable employee.

3.6 RFA shall furnish to DDOE's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

3.7 RFA agrees that its officers and employees will cooperate with DDOE in the performance of services under this Agreement and will be available for consultation with DDOE at such reasonable times with advance notice as to not conflict with their other responsibilities.

3.8 RFA has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the State of Delaware or any other political subdivision of the State.

3.9 RFA will not use DDOE's name, either express or implied, in any of its advertising or sales materials without DDOE's express written consent.

3.10 The rights and remedies of DDOE provided for in this Agreement are in addition to any other rights and remedies provided by law.

#### **4. Time Schedule.**

4.1 A project schedule is included in Appendix A.

4.2 Any delay of services or change in sequence of tasks must be approved in writing by DDOE.

4.3 In the event that RFA fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by DDOE, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, DDOE shall suspend the payments scheduled as set forth in Appendix B.

#### **5. State Responsibilities.**

5.1 In connection with RFA's provision of the Services, DDOE shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.

5.2 DDOE agrees that its officers and employees will cooperate with RFA in the



performance of services under this Agreement and will be available for consultation with RFA at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3 The services performed by RFA under this Agreement shall be subject to review for compliance with the terms of this Agreement by DDOE's designated representatives. DDOE representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform RFA by written notice before the effective date of each such delegation.

5.4 The review comments of DDOE's designated representatives may be reported in writing as needed to RFA. It is understood that DDOE's representatives' review comments do not relieve RFA from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5 DDOE shall, without charge, furnish to or make available for examination or use by RFA as it may request, any data which DDOE has available, including as examples only and not as a limitation:

- a. Copies of reports, surveys, records, and other pertinent documents;
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other document, and information related to the services specified by this Agreement.

RFA shall return any original data provided by DDOE.

5.6 DDOE shall assist RFA in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.

5.7 RFA will not be responsible for accuracy of information or data supplied by DDOE or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

5.8 DDOE agrees not to use RFA's name, either express or implied, in any of its advertising or sales materials. RFA reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.



## **6. Work Product.**

6.1 All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by RFA for DDOE relating to the services to be performed hereunder shall become the property of DDOE and shall be delivered to DDOE's designated representative upon completion or termination of this Agreement, whichever comes first. RFA shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by DDOE. DDOE shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2 RFA retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with DDOE's rights to the materials, information and documents developed in performing the project. Upon final payment, DDOE shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which RFA retains title, whether individually by RFA or jointly with DDOE. Any and all source code developed in connection with the services provided will be provided to DDOE, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

6.3 In no event shall RFA be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, RFA shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

6.4 Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by RFA prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of RFA even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. DDOE's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

## **7. Confidential Information.**



To the extent permissible under 29 *Del. C.* § 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

**8. Warranty.**

8.1 RFA warrants that its services will be performed in a good and workmanlike manner. RFA agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

8.2 Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by RFA for DDOE in connection with the provision of the Services, RFA shall pass through or assign to DDOE the rights RFA obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

**9. Indemnification; Limitation of Liability.**

9.1 RFA shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of (A) the negligence or other wrongful conduct of the RFA, its agents or employees, or (B) RFA's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) RFA shall have been notified promptly in writing by DDOE of any notice of such claim; and (ii) RFA shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

9.2 If DDOE promptly notifies RFA in writing of a third party claim against DDOE that any Deliverable infringes a copyright or a trade secret of any third party, RFA will defend such claim at its expense and will pay any costs or damages that may be finally awarded against DDOE. RFA will not indemnify DDOE, however, if the claim of infringement is caused by (1) DDOE's misuse or modification of the Deliverable; (2) DDOE's failure to use corrections or enhancements made available by RFA; (3) DDOE's use of the Deliverable in combination with any product or information not owned or developed by RFA; (4) DDOE's distribution,



marketing or use for the benefit of third parties of the Deliverable or (5) information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in RFA's opinion is likely to be, held to be infringing, RFA shall at its expense and option either (a) procure the right for DDOE to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing. The foregoing remedies constitute DDOE's sole and exclusive remedies and RFA's entire liability with respect to infringement.

9.3 DDOE agrees that RFA's total liability to DDOE for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or RFA negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to RFA.

In no event shall RFA be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought, and even if RFA has been advised of the likelihood of such damages.

## **10. Employees.**

10.1 RFA has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by RFA in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor DDOE's request for specific individuals.

10.2 Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section 10.2, "Personnel" includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

10.3 Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of RFA who will be assigned to this project.



**11. Independent Contractor.**

11.1 It is understood that in the performance of the services herein provided for, RFA shall be, and is, an independent contractor, and is not an agent or employee of DDOE and shall furnish such services in its own manner and method except as required by this Agreement. RFA shall be solely responsible for, and shall indemnify, defend and save DDOE harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.2 RFA acknowledges that RFA and any subcontractors, agents or employees employed by RFA shall not, under any circumstances, be considered employees of DDOE, and that they shall not be entitled to any of the benefits or rights afforded employees of DDOE, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. DDOE will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of DDOE or any of its officers, employees or other agents.

11.3 RFA shall be responsible for providing liability insurance for its personnel.

11.4 As an independent contractor, RFA has no authority to bind or commit DDOE. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

**12. Suspension.**

12.1 DDOE may suspend performance by RFA under this Agreement for such period of time as DDOE, at its sole discretion, may prescribe by providing written notice to RFA at least 30 working days prior to the date on which DDOE wishes to suspend. Upon such suspension, DDOE shall pay RFA its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. RFA shall not perform further work under this Agreement after the effective date of suspension. RFA shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from DDOE to resume performance.

12.2 In the event DDOE suspends performance by RFA for any cause other than



the error or omission of the RFA, for an aggregate period in excess of 30 days, RFA shall be entitled to an equitable adjustment of the compensation payable to RFA under this Agreement to reimburse RFA for additional costs occasioned as a result of such suspension of performance by DDOE based on appropriated funds and approval by DDOE.

### **13. Termination.**

13.1 This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

13.2 This Agreement may be terminated in whole or in part by DDOE for its convenience, but only after RFA is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with DDOE prior to termination.

13.3 If termination for default is effected by DDOE, DDOE will pay RFA that portion of the compensation which has been earned as of the effective date of termination but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to RFA at the time of termination may be adjusted to the extent of any additional costs occasioned to DDOE by reason of RFA's default.
- c. Upon termination for default, DDOE may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event RFA shall cease conducting business, DDOE shall have the right to make an unsolicited offer of employment to any employees of RFA assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.



13.4 If after termination for failure of RFA to fulfill contractual obligations it is determined that RFA has not so failed, the termination shall be deemed to have been effected for the convenience of DDOE.

13.5 The rights and remedies of DDOE and RFA provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

13.6 Gratuities.

13.6.1 DDOE may, by written notice to RFA, terminate this Agreement if it is found after notice and hearing by DDOE that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by RFA or any agent or representative of RFA to any officer or employee of DDOE with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

13.6.2 In the event this Agreement is terminated as provided in 13.6.1 hereof, DDOE shall be entitled to pursue the same remedies against RFA it could pursue in the event of a breach of this Agreement by RFA.

13.6.3 The rights and remedies of DDOE provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **14. Severability.**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

#### **15. Assignment; Subcontracts.**

15.1 Any attempt by RFA to assign or otherwise transfer any interest in this



Agreement without the prior written consent of DDOE shall be void. Such consent shall not be unreasonably withheld.

15.2 Services specified by this Agreement shall not be subcontracted by RFA, without prior written approval of DDOE.

15.3 Approval by DDOE of RFA's request to subcontract or acceptance of or payment for subcontracted work by DDOE shall not in any way relieve RFA of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

15.4 RFA shall be and remain liable for all damages to DDOE caused by negligent performance or non-performance of work under this Agreement by RFA, its subcontractor or its sub-subcontractor.

15.5 The compensation due shall not be affected by DDOE's approval of the RFA's request to subcontract.

**16. Force Majeure.**

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

**17. Non-Appropriation of Funds.**

17.1 Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated DDOE may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

17.2 Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and DDOE's obligations under it shall be extinguished at the end of the fiscal year in which the State of Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

**18. State of Delaware Business License.**



RFA and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2301.

**19. Complete Agreement.**

19.1 This agreement and its Appendices shall constitute the entire agreement between DDOE and RFA with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

19.2 If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

19.3 RFA may not order any product requiring a purchase order prior to DDOE's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

**20. Miscellaneous Provisions.**

20.1 In performance of this Agreement, RFA shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. RFA shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

20.2 Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

20.3 The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's



right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

20.4 RFA covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. RFA further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

20.5 RFA acknowledges that DDOE has an obligation to ensure that public funds are not used to subsidize private discrimination. RFA recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, DDOE may declare RFA in breach of the Agreement, terminate the Agreement, and designate RFA as non-responsible.

20.6 RFA warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, DDOE shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

20.7 This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

20.8 RFA shall maintain all public records, as defined by 29 *Del. C.* § 502(7), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of DDOE may inspect or audit RFA's performance and records pertaining to this Agreement at the RFA business office during normal business hours.

## **21. Insurance.**

21.1 RFA shall maintain the following insurance during the term of this Agreement:

- A. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, **and**



- B. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence, **and**
- C. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence; or
- D. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence, or
- E. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

21.2. RFA shall provide forty-five (45) days written notice of cancellation or material change of any policies.

21.3. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Delaware Department of Education  
401 Federal Street, Suite 2  
Dover, DE 19901

21.4. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

**22. Assignment of Antitrust Claims.**

As consideration for the award and execution of this contract by the State, RFA hereby grants, conveys, sells, assigns, and transfers to DDOE all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

**23. Surviving Clauses.**

The following clauses survive the termination of this Contract : Section 9.



**24. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. RFA consents to jurisdiction venue in the State of Delaware.

**25. Notices.**

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

CONTRACTOR: RFA  
Land Title Building  
100 South Broad Street, Suite 700  
Philadelphia, PA 19110

DDOE: David Blowman  
Deputy Secretary  
Delaware Department of Education  
John G. Townsend Building  
401 Federal Street, Suite 2  
Dover, DE 19901  
Phone No. (302) 735-4040  
Fax No. (302) 739-7768

Atnre Alleyne  
Director, Talent Management & Educator Effectiveness  
Teacher and Leader Effectiveness Unit  
Delaware Department of Education  
401 Federal Street  
Dover, DE 19901-3639  
302.735.4130 (T)

Next Page for Signatures.



IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

RFA

*Original on File*

Kate Shaw  
Executive Director

Date

*Original on File*

Kasey Meehan  
Project Manager

Date

Delaware Department of Education

*Original on File*

David Blowman  
Deputy Secretary

Date

*Original on File*

Christopher Ruskowski  
Chief Officer, Teacher and Leader  
Effectiveness Unit (TLEU)

Date

Initial Project Director



## Appendix A: Scope of Work

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RFA will conduct a range of activities related to the evaluation of DPAS-II. The scope for work to be conducted between March and August 2015 is as follows:

1. **Research Design and Instrument Construction.** During the first month of the project, the research partners will work together and with DDOE as necessary to finalize the study's organizing research questions, and to construct the data collection instruments necessary to answer these questions. Specifically, the team will create and pilot a survey instrument to be administered to all Delaware public school teachers and will develop and refine interview protocols for both state and district site visits.
2. **Data Collection.** The following types of data will be collected during the course of the evaluation:
  - **Policy Documents.** We will update our existing database of state, DDOE, and other policy and guidance related to DPAS-II.
  - **Survey Data.** RFA will administer a survey to all Delaware public school teachers, administrators and specialists. Regular reminders will be sent to non-responders to maximize response rate.
  - **Interviews with Key Stakeholders.** We will conduct interviews with 5-6 state education policymakers who have been involved with the implementation of DPASS-II.
  - **Site Visits.** In consultation with DDOE, we will select and conduct site visits at 2 LEAs/districts exhibiting strong implementation of DPAS-II. These site visits will consist of document review and interviews with key district administrators and faculty. In total, we will speak with 70 to 80 informants (35-40 per site visit).
  - **Teacher and Student Outcome Data.** We will request the following: student-level academic achievement data (as measured by state assessments); school-level student demographic data; and teacher-level data from past DPAS-II implementation surveys and teachers' scores on past DPAS-II evaluations.
  - **Artifacts.** Artifacts will be gathered from teachers in the two site visit locations—a total of 25 in all. Artifacts will include formative feedback from principals, teachers' professional responsibilities forms, teacher assignments and student work.
3. **Data Analysis.** We will conduct the following analyses:
  - **Policy Documents.** We will code all policy documents with a coding scheme aligned to our evaluation questions.



- Survey Data. We will conduct a series of quantitative, multilevel modeling analyses at both the state and district levels.
  - Interviews with Key Stakeholders. We will develop a coding scheme aligned to our evaluation questions and code all interviews using Atlas Ti7.
  - Site Visits. We will develop a coding scheme aligned to our evaluation questions and code all site visit data using Atlas Ti7.
  - Teacher and Student Outcome Data. We will merge data from the statewide survey with outcomes data to examine the relationship between student outcomes and a range of implementation measures.
  - Artifacts. We will systematically link the artifacts to DPAS-II results. Artifacts will be scored using a validated rubric.
4. Documents and Presentations. By 31 August, we will complete both the Year 1 Report and a set of District-specific reports. Plans for the district reports will be refined in consultation with DDOE. When both products are complete, we will present them via an in-person meeting at DDOE.



## Appendix B: DPAS-II Evaluation Payment Schedule

The fixed fee schedule will consist of the payments outlined in the Table below, pending Delaware Department of Education review and approval of each set of deliverables.

Item	Milestone	Deadline	Payment
<b>Research Design and Instrument Construction</b>	<b>Status Update With Completed Instruments</b>	<b>31 March 2015</b>	<b>\$50,000</b>
Survey: Construction			
Interview Protocols			
<b>Data Collection</b>	<b>Status Update confirming completion of all data collection</b>	<b>31 May 2015</b>	<b>\$75,000</b>
Policy Documents			
Survey			
Interviews with Key Stakeholders			
Site Visits			
Teacher and Student Outcome Data			
Artifacts			
<b>Data Analysis</b>	<b>Status Update confirming completion of all data analysis</b>	<b>31 July 2015</b>	<b>\$60,000</b>
Policy Documents			
Survey			
Interviews with Key Stakeholders			
Site Visits			
Teacher and Student Outcome Data			
Artifacts			
<b>Documents and Presentations</b>			
Year 1 Report			
District Reports			
<b>TOTAL</b>			<b>\$225,000</b>



**REQUEST FOR  
PROPOSALS FOR PROFESSIONAL SERVICES  
TO PROVIDE AN EVALUATION OF THE DELAWARE PERFORMANCE  
APPRAISAL SYSTEM – SECOND EDITION (“DPAS-II”)  
ISSUED BY DELAWARE DEPARTMENT OF EDUCATION  
RFP # DOE 2015-07**

**I. Overview**

The State of Delaware Department of Education (DDOE), seeks **proposals that outline vendors’ capabilities to evaluate the implementation, perception, and outcomes of the Delaware educator and administrator performance appraisal system (Delaware Performance Appraisal System, “DPAS-II”), and to identify implementation challenges and promising practices, thus providing recommendations for system improvement.**

This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: December 5, 2014
Deadline for Questions	Date: December 19, 2014
Response to Questions Posted by:	Date: December 24, 2014
Deadline for Receipt of Proposals	Date: January 6, 2015 at 3:00 PM (Local Time)
Estimated Notification of Award	Date: January 30, 2015

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3). Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware Department of Education reserves the right to deny any and all exceptions taken to the RFP requirements.

**MANDATORY PREBID MEETING**

A mandatory pre-bid meeting has not been established for this Request for Proposal.

**II. Scope of Services**

**A. BACKGROUND INFORMATION**

Delaware has been a leading state for many years in acknowledging the critical role educators play by recognizing that their professional growth and continuous learning is essential for successful schools. Over the past three decades Delaware has implemented an annual statewide educator evaluation system, Delaware Performance Appraisal System (DPAS), which was



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originally based upon the principles of the Charlotte Danielson framework. This system was designed to help educators receive the feedback and coaching needed to be effective in their work. DPAS was revised to form “DPAS-II” and was piloted in 2005-2006 based on feedback from educators. It was ultimately launched statewide in 2008, with full implementation beginning in the 2010-2011 school year.

Over the past few years, the state has invested in the continuous improvement of the DPAS-II system given its strategic importance in combination with other efforts underway to improve practice and access to the most effective teachers (professional development, educator preparation program reform, educator recruitment, compensation reform, etc.). In an attempt to place a stronger focus on student learning in the DPAS-II process, Senate Bill 263 was passed in 2010, thus revising the Student Improvement component of DPAS-II evaluations—also referred to as Component Five (Component V).

The 2013-14 school year marked the second year in which all teachers, specialists, and administrators in Delaware were evaluated using the revised Delaware Performance Appraisal System-Two (DPAS-II). Though DPAS-II had been in effect in various forms since the 1980s, its previous iterations never reached the level of comprehensive statewide implementation seen over the last two years. The revised version of DPAS-II expected every educator and administrator in Delaware to assess their impact on student improvement. Every educator in Delaware was now required to have conversations with their evaluator about the type of student improvement that he or she wanted to see and how they would hold themselves accountable for helping students reach these goals. All educators had access to hundreds of pre- and post-assessments created by Delaware educators that could be used to measure their students’ growth. Teachers of math and English (in grades 3-10) received individualized student growth targets for the Delaware state assessment that accounted for where each student started and indicated the type of growth similar students made in previous years.

These changes were not without controversy or implementation challenges. While 99 percent of Delaware educators were rated “effective” or “highly-effective” via the Delaware Performance Appraisal system (DPAS-II) over the last two years, the most common grade given to the system by around 5,000 teachers, specialists, and administrators who responded to the state’s annual DPAS-II survey was a “C”. Only half of respondents to the DPAS-II process survey believe the system is “fair and equitable,” the majority do not believe it should be “continued in its current form,” but 53% of teachers reported that the evaluation system had “some” or a “major” impact on improving their teaching. The majority of educators and administrators also reported that the DPAS-II evaluation system is one of the top five drivers of student achievement in their schools. Thus, the state is seeking a vendor through this RFP to gather critical information (such as the data points listed above) on the challenges and successes of the DPAS-II system to guide improvement efforts.

Much more information about Delaware’s educator evaluation system is available on the Department’s educator evaluation [webpage](#) and its Teacher & Leader Effectiveness Unit [webpage](#).



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**B. OVERVIEW OF SERVICES REQUESTED**

Over the last seven years, the state's annual implementation evaluation of the DPAS-II process (as required by Delaware State Code- 14 Del.C. §11.0) has been a source of information on educator/administrator perceptions about the DPAS-II system to shape system refinements. The next iteration of the DPAS-II implementation evaluation should leverage the information collected from previous studies while providing actionable insights about the current state of DPAS-II implementation.

The implementation evaluation of DPAS-II will include the following duties and responsibilities:

1. Evaluate the DPAS II for Teachers, Specialists, and Administrators in all Delaware districts and charter schools in the 2014-2015 school year and all school districts and charter schools thereafter.
2. Gather information and artifacts that could help support high quality implementation statewide
3. Develop state and district-level tools to disseminate study findings so as to improve DPAS-II implementation in Delaware districts and schools
4. Provide recommendations annually for change based on the results of the evaluation.

The Department anticipates that vendors' proposals shall include the following forms of data collection:

1. A **statewide survey** to gauge statewide sentiment on key issues around educator evaluation (for instance, perceptions of fairness and utility), as well as to identify districts that may have particularly interesting practices that may be worth investigating further with qualitative work. The surveys are to be delivered online. Specific educator demographics must be collected as part of the survey process so that information can be disaggregated by important variables listed above such as years of experience or work assignment. Furthermore, school- and district-level comparisons should be made across evaluation results. Sophisticated reporting and real-time tracking of response rates would aid in providing useful, actionable feedback to stakeholders.
2. **Qualitative data collection** such as case studies, focus groups, or interviews designed to generate detailed, specific examples of best practices in the evaluation's focus areas. The districts to feature in this qualitative work will be selected in conjunction with the state agency from sources such as the statewide sample survey, DPAS-II monitoring results, and department staff knowledgeable about district implementation strategies. The goal is not that the sample is representative, but rather that it helps us highlight innovative and effective practices in districts. Bidders should propose a specific qualitative approach and number of districts to be included.



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3. **Artifact-gathering** designed to supplement the specific examples of best practices by providing authentic materials from districts used in program implementation, along with information about the context in which the materials were used and how they changed over time. These would be shared with other districts to help promote strong statewide implementation and learning across districts. Examples of artifacts might include goal-setting tools, communications and training resources, observation related tools, data management or analysis tools, etc.

### **C. DATA DESIGN AND ANALYSIS**

The data collected through surveys, qualitative data collection, and artifact gathering shall provide information about the areas listed below. These are meant to give a sample of the types of questions we hope to answer and the level of detail we seek. A final list of research questions will be developed with the awarded vendor as one of the deliverables for the contract. *Note that in future renewals of this contract, different focus areas may be identified.*

#### **Promising practices in DPAS-II implementation**

- What does the DPAS-II system look like when done well?
- What approaches or strategies are districts/LEAs using to establish fair and consistent evaluation practices such as observations and feedback, goal-setting, evidence selection and analysis, and performance rating?
- What innovative practices are being utilized by LEAs or schools?

#### **State policies and regulations:**

- Perceived utility/value of the state policies and regulations pertaining to educator evaluation
- Degree to which specific policies related to educator evaluation aid or impede the evaluation process in schools
- Interest in opportunities for alternative educator evaluation systems
- Policy or regulatory recommendations for improving the evaluation system (Changes to Regulation 106A/B)

#### **DPAS-II Components, Processes, and Tools:**

- Perceived utility/value of various components, processes, and tools in the DPAS-II system
- Perceptions of time and effort required in the DPAS-II system
- Perceived fairness and validity of various DPAS-II components
- Quality and frequency of feedback
- School-level variation in the implementation of the DPAS system/process and the use of DPAS tools
- Student Improvement component implementation
- Level of understanding of /proficiency with various aspects of the DPAS-II process

#### **DPAS-II Implementation Support Structures**

- Quality and value of State and district-level DPAS-II implementation support structures
- Timeliness, quality, and utility of DPAS-related trainings

#### **DPAS-II-related technology and data systems**

- Utility, quality, and value of district DPAS-II technology and data systems



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**Stakeholder engagement and collaboration**

- Quality and sufficiency of state's stakeholder engagement and collaboration for DPAS-II
- In districts/LEAs where there is significant educator buy-in, how have districts established and maintained that culture?

**Outcomes of the DPAS-II System**

- How are districts using educator goals and plans to drive professional growth and student achievement?
- Impact of DPAS-II process on school culture
- Extent of alignment of evaluation to professional development opportunities

**D. DESCRIPTION OF REPORTS AND DELIVERABLES**

The successful vendor will be required to produce the following deliverables:

- 1) Final research questions and research designs for Department approval
- 2) A statewide survey of districts
- 3) Qualitative data collection and artifact-gathering from districts
- 4) A statewide report of data gathered through the statewide survey and district-level reporting tool
- 5) Brief field-oriented products sharing findings, best practices, and artifacts from districts.
- 6) Project management activities such as a project plan and timeline, monthly progress reports, and updates to the detailed project plans

**E. TIMELINE FOR DELIVERY OF REPORTS**

Reports will be delivered to the Delaware Department of Education. The statewide report is due by mid-July of each year. It also anticipated that the brief, field-oriented products will be disseminated between June and August of each year.

**III. Required Information**

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

**A. Minimum Requirements**

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.



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4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection e.
5. Provide response to Employing Delawareans Report (Attachment 9)

**B. General Evaluation Requirements**

1. Demonstrated experience with conducting evaluations of programs.
2. Demonstrated experience in the development of survey and interview instruments.
3. Responsiveness (degree of fit) with DOE's requirements and specifications set forth in Section II.
4. Project Plan for Data Collection, Analysis, and Reporting
5. Budget Narrative and Cost-Effectiveness
6. Demonstrated financial and personnel resources to successfully complete this project.

**IV. Professional Services RFP Administrative Information**

**A. RFP Issuance**

**1. Public Notice**

Public notice has been provided in accordance with 29 *Del. C.* §6981.

**2. Obtaining Copies of the RFP**

This RFP is available in electronic form through DDOE website at <http://www.doe.k12.de.us/rfp/Listing/> and the State of Delaware Procurement website at <http://bids.delaware.gov/> Paper copies of this RFP will not be available.

**3. Assistance to Vendors with a Disability**

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

**4. RFP Designated Contact**

All requests, questions, or other communications about this RFP shall be made in writing to DDOE. Address all communications to the person listed below; communications made to other DDOE personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

**Atnre Alleyne**

**Director, Talent Management & Educator Effectiveness**

**Delaware Department of Education**

**401 Federal Street, Suite #2**

**Dover, DE 19901-3639**

**[atnre.alleyne@doe.k12.de.us](mailto:atnre.alleyne@doe.k12.de.us)**



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To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

**5. Consultants and Legal Counsel**

DDOE may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

**6. Contact with State Employees**

Direct contact with State of Delaware employees other than the DDOE Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting DDOE employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

**7. Organizations Ineligible to Bid**

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

**8. Exclusions**

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as;
  - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.



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**B. RFP Submissions**

**1. Acknowledgement of Understanding of Terms**

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

**2. Proposals**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with **ten** paper copies and **three** electronic copies on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

Proposals submitted in response to this RFP should be prepared and submitted in accordance with the following guidelines:

- Narrative limited to 20 pages maximum;
- Typewritten;
- Line spacing of 1.5;
- Twelve-point font, using an easy-to-read font such as Arial, Times New Roman, etc;
- Charts and graphs may be single spaced and use no smaller than 10-point type;
- One-inch (1") side, top, and bottom margins;
- Footer on each page with page number and the vendor name;
- Do not attached additional pages or information not requested in the application;
- Stapled (do not use binders or folders when submitting application).

All properly sealed and marked proposals are to be sent to DDOE and received no later than **3:00 PM (Local Time) on January 6, 2015**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Kim Wheatley, Director  
Financial Reform Resources  
Delaware Department of Education  
401 Federal Street, Suite #2  
Dover, DE 19901-3639**

**Vendors are directed to clearly print "BID ENCLOSED" and "RFP # 2015-07 – DPAS-II" on the outside of the bid submission package.**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **3:00 PM (Local Time) on January 6, 2015**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.



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**3. Proposal Modifications**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

**4. Proposal Costs and Expenses**

The DDOE will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

**5. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **June 6, 2015**. The DDOE reserves the right to ask for an extension of time if needed.

**6. Late Proposals**

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

**7. Proposal Opening**

The DDOE will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the DDOE personnel. Any unopened proposals will be returned to the submitting Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

**8. Non-Conforming Proposals**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the DDOE.

**9. Concise Proposals**

The DDOE discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The DDOE's interest is in the quality and responsiveness of the proposal.

**10. Realistic Proposals**

It is the expectation of the DDOE that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.



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The DDOE shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

**11. Confidentiality of Documents**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the DDOE/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The DDOE is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the DDOE's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the DDOE and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the DDOE will open the envelope to determine whether the procedure described above has been followed.

**12. Multi-Vendor Solutions (Joint Ventures)**

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for the DDOE and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the DDOE, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the DDOE caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

**a. Primary Vendor**



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The DDOE expects to negotiate and contract with only one “prime vendor”. The DDOE will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the DDOE from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

**b. Sub-contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by DDOE.

**c. Multiple Proposals**

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

**13. Sub-Contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by DDOE.

**14. Discrepancies and Omissions**

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the DDOE’s Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor’s proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.



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**a. RFP Question and Answer Process**

The DDOE will allow written requests for clarification of the RFP. All questions should be posted on DDOE's website at <http://www.doe.k12.de.us/rfp/submitting/> by **December 19, 2014**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word. Questions must be filed no later than midnight on **December 19, 2014**. Questions received after that time will not be considered. A copy of the questions and answers will be posted on <http://bids.delaware.gov>

**15. State's Right to Reject Proposals**

The DDOE reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the DDOE's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the DDOE may deem necessary in the best interest of the DDOE.

**16. State's Right to Cancel Solicitation**

The DDOE reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The DDOE makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the DDOE. Vendor's participation in this process may result in the DDOE selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the DDOE to execute a contract nor to continue negotiations. The DDOE may terminate negotiations at any time and for any reason, or for no reason.

**17. State's Right to Award Multiple Source Contracting**

Pursuant to 29 *Del. C. § 6986*, the DDOE may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the DDOE.

**18. Notification of Withdrawal of Proposal**

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the DDOE prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.



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Proposals become the property of the DDOE at the proposal submission deadline. All proposals received are considered firm offers at that time.

**19. Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on DDOE's website at <http://www.doe.k12.de.us/rfp/submitting/> and <http://bids.delaware.gov>. DDOE is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

**20. Exceptions to the RFP**

Any exceptions to the RFP, or the DDOE's terms and conditions, or contract template (Attachment 11) must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

**21. Award of Contract**

The final award of a contract is subject to approval by the DDOE. The DDOE has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the DDOE and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

**a. RFP Award Notifications**

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the DDOE will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the DDOE is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the DDOE. The award is subject to the appropriate DDOE approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the DDOE; remaining vendors will be notified in writing of their selection status.

**22. Cooperatives**

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

**C. RFP Evaluation Process**

An evaluation team composed of representatives of the DDOE will evaluate proposals on a variety of quantitative and qualitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The DDOE reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the DDOE may deem necessary to make a decision.



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**1. Proposal Evaluation Team**

The Proposal Evaluation Team shall be comprised of representatives of the DDOE. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6981 and 6982. The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Delaware Secretary of Education, who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6982, to award a contract to the successful vendor in the best interests of the DDOE.

**2. Proposal Selection Criteria**

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the DDOE to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6986.



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**Criteria Weight**

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight (Pts)
Demonstrated experience with conducting evaluations of programs (notably in the realm of educator effectiveness)	15
Responsiveness (degree of fit) with DOE's requirements and specifications set forth in Section II.	25
Demonstrated experience in the development of survey and interview instruments.	15
Thoroughness of project plan	20
Budget Narrative and Cost-Effectiveness	15
Demonstrated financial and personnel resources to successfully complete this project.	10
<b>Total</b>	<b>100</b>

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

**3. Proposal Clarification**

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

**4. References**

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the DDOE may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the DDOE will pay travel costs only for DDOE personnel for these visits.

**5. Oral Presentations**

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the DDOE are the vendor's responsibility.



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**D. Contract Terms and Conditions**

**1. General Information**

- a. The term of the contract between the successful bidder and DDOE shall be for **one year** with **four** possible extensions for a period of **one year** for each extension.
- b. The selected vendor will be required to enter into a written agreement with the DDOE. The DDOE reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the DDOE. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the DDOE, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The DDOE's standard contract (Attachment 11) will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a DDOE purchase order signed by two authorized representatives of the agency requesting service, properly processed through the DDOE Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

**2. Collusion or Fraud**

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the DDOE participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

**3. Lobbying and Gratuities**

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a DDOE employee or agent of



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the DDOE concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the DDOE shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with DDOE employees, contractors or agents of the DDOE concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

**4. Solicitation of State Employees**

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the DDOE to leave the DDOE's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the DDOE's contracting officer. Solicitation of DDOE employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a DDOE employee who has initiated contact with the vendor. However, DDOE employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

**5. General Contract Terms**

**a. Independent Contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the DDOE's discretion as to the location of work for the contractual support personnel during the project period. The DDOE may provide working space and sufficient supplies and material to augment the Contractor's services.

**b. Licenses and Permits**

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.



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Prior to receiving an award, the successful vendor shall either furnish the DDOE with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

**c. Notice**

Any notice to the DDOE required under the contract shall be sent by registered mail to:

**Michelle Kriss  
Teacher & Leader Effectiveness Unit  
Delaware Department of Education  
401 Federal Street, Suite #2  
Dover, DE 19901-3639**

**d. Indemnification**

**1. General Indemnification**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the DDOE, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

**2. Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the DDOE, the DDOE shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the DDOE against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a. Procure the right for the DDOE to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product



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or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the DDOE agrees to and accepts in writing.

**e. Insurance**

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the DDOE.
3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
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And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
c.	Misc. Errors and Omissions	\$1,000,000 per occurrence / \$3,000,000 aggregate
d.	Product Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage;

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).
5. The DDOE shall not be named as an additional insured.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

**f. Performance Requirements**

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.



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**g. Vendor Emergency Response Point of Contact**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the DDOE declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**h. Warranty**

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

**i. Costs and Payment Schedules**

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the DDOE. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The DDOE will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The DDOE may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

**j. Penalties**

The DDOE may include in the final contract penalty provisions for non-performance, such as liquidated damages.

**k. Termination of Contract**

The contract resulting from this RFP may be terminated as follows by the Delaware Department of Education.

1. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable



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compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. **Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
3. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

**l. Non-discrimination**

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

**m. Covenant against Contingent Fees**

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the DDOE shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.



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**n. Vendor Activity**

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

**o. Vendor Responsibility**

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of the Delaware Department of Education.

**p. Personnel, Equipment and Services**

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

**q. Fair Background Check Practices**

Pursuant to 29 Del. C. §6909B and effective November 4, 2014 the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. §711(g) for applicable established provisions.

**r. Work Product**

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

**s. Contract Documents**

The RFP, the purchase order, the executed contract (sample attached as Appendix 11) and any supplemental documents between the DDOE and the successful vendor shall constitute the contract between the DDOE and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, DDOE's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the DDOE and the vendor.

**t. Applicable Law**



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The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the DDOE reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

**u. Severability**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

**v. Scope of Agreement**

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.



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**w. Affirmation**

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

**x. Audit Access to Records**

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**y. Other General Conditions**

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The DDOE reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the DDOE.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the DDOE.
8. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **RFP # DOE 2015-07** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.
9. **Additional Terms and Conditions** – The DDOE reserves the right to add terms and conditions during the contract negotiations.



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**z. Technology Standards**

The selected vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by it, its subcontractors and its and their principals, officers, employees and agents under this Agreement. Vendor shall provide system diagrams in accordance with State Architecture requirements at <http://extranet.dti.state.de.us/information/arb/templates.shtml>. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/information/standards-policies.shtml>, and as modified from time to time by DTI during the term of this Agreement. Vendor will integrate all delivered services and systems with the DDOE Identity Management System and Single-Sign On system. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by Vendor's failure to ensure compliance with DTI standards.

**E. RFP Miscellaneous Information**

**1. No Press Releases or Public Disclosure**

The DDOE reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the DDOE with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the DDOE.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

**2. Definitions of Requirements**

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

**3. Production Environment Requirements**

The DDOE requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

**F. Attachments**

The following attachments and appendixes shall be considered part of the solicitation:



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- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2<sup>nd</sup> Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Attachment 11 – DDOE's standard contract template

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**IMPORTANT – PLEASE NOTE**

- **Attachments 2, 3, 4, 5 and 9 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

**REQUIRED REPORTING**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment 7) shall be furnished in an **Excel format and submitted electronically**, no later than the 15<sup>th</sup> (or next business day after the 15<sup>th</sup> day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to [atnre.alleyne@doe.k12.de.us](mailto:atnre.alleyne@doe.k12.de.us). Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

**AGENCIES MAY NOT REMOVE SUBCONTRACTING 2<sup>ND</sup> TIER REPORTS –**  
Reporting is required by Executive Order.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2<sup>nd</sup> Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at [vendorusage@state.de.us](mailto:vendorusage@state.de.us) on the 15<sup>th</sup> (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.



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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. RFP # DOE 2015-07

Contract Title: AN EVALUATION OF THE  
DELAWARE PERFORMANCE APPRAISAL  
SYSTEM – SECOND EDITION ("DPAS-II")

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- ☐ 1. We do not wish to participate in the proposal process.
- ☐ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ 3. We do not feel we can be competitive.
- ☐ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- ☐ 5. We do not wish to sell to the State. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ 6. We do not sell the items/services on which Proposals are requested.
- ☐ 7. Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

☐ We wish to remain on the Vendor's List **for these goods or services.**

☐ We wish to be deleted from the Vendor's List **for these goods or services.**



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Attachment 2

CONTRACT NO.: RFP # DOE 2015-07  
CONTRACT TITLE: AN EVALUATION OF THE DELAWARE PERFORMANCE APPRAISAL SYSTEM ("DPAS-II")  
OPENING DATE: December 5<sup>th</sup>, 2014 at 3:00 PM (Local Time)

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Department of Education

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Education.

COMPANY NAME \_\_\_\_\_ Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE  
(Please type or print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE  
LICENSE NUMBER \_\_\_\_\_

COMPANY CLASSIFICATIONS:  CERT. NO.: _____	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
Woman Business Enterprise (WBE)	Yes	No	
Disadvantaged Business Enterprise (DBE)	Yes	No	
Veteran Owned Business Enterprise (VOBE)	Yes	No	
Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No	

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:  
(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_



### Attachment 3

**Contract Title: AN EVALUATION OF THE DELAWARE PERFORMANCE APPRAISAL SYSTEM – SECOND EDITION (“DPAS-II”)**

Proposals must include all exceptions to the specifications, terms or conditions contained in this RFP. If the vendor is submitting the proposal without exceptions, please state so below.

☐ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this RFP.

[illegible]

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## Attachment 4

CONFIDENTIAL INFORMATION FORM

[illegible]

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Attachment 5

Contract No. **RFP # DOE 2015-07**  
Contract Title: **AN EVALUATION OF THE DELWARE PERFORMANCE  
APPRAISAL SYSTEM – SECOND EDITION (“DPAS-II”)**

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

1.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

2.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

3.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.



## Attachment 6

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. <b><u>RFP # DOE 2015-07</u></b>	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification:  Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (Signature)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

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## Attachment 7

**SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY**

**Note:** A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to **atnre.alleyne@doe.k12.de.us**. It shall contain the six-digit department and organization code for each agency and school district.



## Attachment 8

**SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY**

[illegible]

**Note:** A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: [vendorausage@state.de.us](mailto:vendorausage@state.de.us)



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**Attachment 9**

Contract No. **RFP # DOE 2015-07**  
Contract Title: **AN EVALUATION OF THE DELWARE PERFORMANCE**  
**APPRAISAL SYSTEM – SECOND EDITION (“DPAS-II”)**

EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146<sup>th</sup> General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1. Number of employees reasonable anticipated to be employed on the project:  
\_\_\_\_\_
2. Number and percentage of such employees who are bona fide legal residents of Delaware: \_\_\_\_\_  
  
Percentage of such employees who are bona fide legal residents of Delaware:  
\_\_\_\_\_
3. Total number of employees of the bidder: \_\_\_\_\_
4. Total percentage of employees who are bona fide resident of Delaware: \_\_\_\_\_

If subcontractors are to be used:

1. Number of employees who are residents of Delaware: \_\_\_\_\_
2. Percentage of employees who are residents of Delaware: \_\_\_\_\_

“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.



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Attachment 10

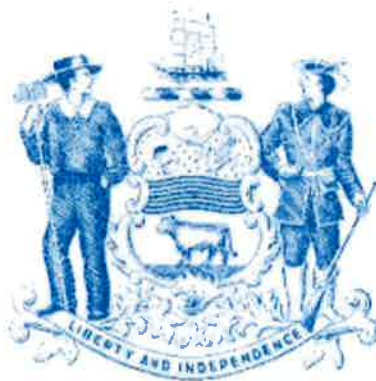
**State of Delaware**  
**Office of Supplier Diversity**  
**Certification Application**

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.





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**Complete application and mail, email or fax to:**

Office of Supplier Diversity (OSD)  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [osd@state.de.us](mailto:osd@state.de.us)  
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.  
NO BID RESPONSE PACKAGES WILL BE ACCEPTED BY THE OSD.**



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Attachment 11

DOE CONTRACT TEMPLATE  
**AN EVALUATION OF THE DELAWARE PERFORMANCE  
APPRAISAL SYSTEM – SECOND EDITION (“DPAS-II”) RFP# 2015-07**

This Agreement (“Agreement”) is effective only upon the execution of a State of Delaware Purchase Order and will end on insert end date, 20\_\_, by and between the State of Delaware, Department of Education, hereafter referred to as DDOE, and **Vendor Name**, hereafter referred to as

WHEREAS, DDOE desires to obtain certain services to insert description of services; and

WHEREAS, VENDOR NAME desires to provide such services to DDOE on the terms set forth below;

WHEREAS, DDOE and VENDOR NAME represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, DDOE and VENDOR NAME agree as follows:

**1. Services.**

1.1 VENDOR NAME shall perform for DDOE the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.

1.2 Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) DDOE’s request for proposals, attached hereto as Appendix\_\_; and (c) VENDOR NAME’s response to the request for proposals, attached hereto as Appendix \_\_. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

1.3 DDOE may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by VENDOR NAME shall be furnished without the written authorization of DDOE. When DDOE desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify VENDOR NAME, who shall then submit to DDOE a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by VENDOR NAME for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.



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1.4 VENDOR NAME will not be required to make changes to its scope of work that result in VENDOR NAME's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

**2. Payment for Services and Expenses.**

2.1 The term of the initial contract shall be from the execution of this agreement and a State of Delaware Purchase Order through \_\_\_\_\_, 20\_\_\_\_.

2.2 DDOE will pay VENDOR NAME for the performance of services described in Appendix A, Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix\_\_\_\_.

2.3 DDOE's obligation to pay VENDOR NAME for the performance of services described in Appendix A, Statement of Work will not exceed the fixed fee amount of \$ \_\_\_\_\_. It is expressly understood that the work defined in the appendices to this Agreement must be completed by VENDOR NAME and it shall be VENDOR NAME's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. DDOE's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in DDOE's purchase order(s) to VENDOR NAME.

2.4 VENDOR NAME shall submit monthly invoices to DDOE in sufficient detail to support the services provided during the previous month. DDOE agrees to pay those invoices within thirty (30) days of receipt. In the event DDOE disputes a portion of an invoice, DDOE agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide VENDOR NAME a detailed statement of DDOE's position on the disputed portion of the invoice within thirty (30) days of receipt. DDOE's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle VENDOR NAME to charge interest on the overdue portion at no more than 1.0% per month or 12% per annum. All payments should be sent to VENDOR NAME, VENDOR ADDRESS.

2.5 Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by VENDOR NAME. If an Appendix specifically provides for expense reimbursement, VENDOR NAME shall be reimbursed only for reasonable expenses incurred by VENDOR NAME in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.

2.6 DDOE is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and



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penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

2.7 DDOE shall subtract from any payment made to VENDOR NAME all damages, costs and expenses caused by VENDOR NAME's negligence, resulting from or arising out of errors or omissions in VENDOR NAME's work products, which have not been previously paid to VENDOR NAME.

2.8 Invoices shall be submitted to:

**3. Responsibilities of VENDOR NAME.**

3.1 VENDOR NAME shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by VENDOR NAME, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, VENDOR NAME shall follow practices consistent with generally accepted professional and technical standards. VENDOR NAME shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, VENDOR NAME shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. VENDOR NAME shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by VENDOR NAME's failure to ensure compliance with DTI standards.

3.2 It shall be the duty of the VENDOR NAME to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. VENDOR NAME will not produce a work product that violates or infringes on any copyright or patent rights. VENDOR NAME shall, without additional compensation, correct or revise any errors or omissions in its work products.

3.3 Permitted or required approval by DDOE of any products or services furnished by VENDOR NAME shall not in any way relieve VENDOR NAME of responsibility for the professional and technical accuracy and adequacy of its work. DDOE's review, approval, acceptance, or payment for any of VENDOR NAME's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and VENDOR NAME shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by VENDOR NAME's performance or failure to perform under this Agreement.



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3.4 VENDOR NAME shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by VENDOR NAME's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project	Team	Title	% of Project Involvement
---------	------	-------	--------------------------

3.5 Designation of persons for each position is subject to review and approval by DDOE. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, VENDOR NAME will notify DDOE immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by DDOE. If VENDOR NAME fails to make a required replacement within 30 days, DDOE may terminate this Agreement for default. Upon receipt of written notice from DDOE that an employee of VENDOR NAME is unsuitable to DDOE for good cause, VENDOR NAME shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

3.6 VENDOR NAME shall furnish to DDOE's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

3.7 VENDOR NAME agrees that its officers and employees will cooperate with DDOE in the performance of services under this Agreement and will be available for consultation with DDOE at such reasonable times with advance notice as to not conflict with their other responsibilities.

3.8 VENDOR NAME has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the State of Delaware or any other political subdivision of the State.

3.9 VENDOR NAME will not use DDOE's name, either express or implied, in any of its advertising or sales materials without DDOE's express written consent.

3.10 The rights and remedies of DDOE provided for in this Agreement are in addition to any other rights and remedies provided by law.

**4. Time Schedule.**

4.1 A project schedule is included in Appendix A.

4.2 Any delay of services or change in sequence of tasks must be approved in writing by DDOE.



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4.3 In the event that VENDOR NAME fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by DDOE, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, DDOE shall suspend the payments scheduled as set forth in Appendix A.

**5. State Responsibilities.**

5.1 In connection with VENDOR NAME's provision of the Services, DDOE shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.

5.2 DDOE agrees that its officers and employees will cooperate with VENDOR NAME in the performance of services under this Agreement and will be available for consultation with VENDOR NAME at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3 The services performed by VENDOR NAME under this Agreement shall be subject to review for compliance with the terms of this Agreement by DDOE's designated representatives. DDOE representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform VENDOR NAME by written notice before the effective date of each such delegation.

5.4 The review comments of DDOE's designated representatives may be reported in writing as needed to VENDOR NAME. It is understood that DDOE's representatives' review comments do not relieve VENDOR NAME from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5 DDOE shall, without charge, furnish to or make available for examination or use by VENDOR NAME as it may request, any data which DDOE has available, including as examples only and not as a limitation:

- a. Copies of reports, surveys, records, and other pertinent documents;
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other document, and information related to the services specified by this Agreement.

VENDOR NAME shall return any original data provided by DDOE.

5.6 DDOE shall assist VENDOR NAME in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.



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5.7 VENDOR NAME will not be responsible for accuracy of information or data supplied by DDOE or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

5.8 DDOE agrees not to use VENDOR NAME's name, either express or implied, in any of its advertising or sales materials. VENDOR NAME reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

**6. Work Product.**

6.1 All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by VENDOR NAME for DDOE relating to the services to be performed hereunder shall become the property of DDOE and shall be delivered to DDOE's designated representative upon completion or termination of this Agreement, whichever comes first. VENDOR NAME shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by DDOE. DDOE shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2 VENDOR NAME retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with DDOE's rights to the materials, information and documents developed in performing the project. Upon final payment, DDOE shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which VENDOR NAME retains title, whether individually by VENDOR NAME or jointly with DDOE. Any and all source code developed in connection with the services provided will be provided to DDOE, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

6.3 In no event shall VENDOR NAME be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, VENDOR NAME shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

6.4 Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by VENDOR NAME prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of VENDOR NAME even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. DDOE's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

**7. Confidential Information.**

To the extent permissible under 29 Del. C. § 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

**8. Warranty.**

8.1 VENDOR NAME warrants that its services will be performed in a good and workmanlike manner. VENDOR NAME agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.



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8.2 Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by VENDOR NAME for DDOE in connection with the provision of the Services, VENDOR NAME shall pass through or assign to DDOE the rights VENDOR NAME obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

**9. Indemnification; Limitation of Liability.**

9.1 VENDOR NAME shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of (A) the negligence or other wrongful conduct of the VENDOR NAME, its agents or employees, or (B) VENDOR NAME's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) VENDOR NAME shall have been notified promptly in writing by DDOE of any notice of such claim; and (ii) VENDOR NAME shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

9.2 If DDOE promptly notifies VENDOR NAME in writing of a third party claim against DDOE that any Deliverable infringes a copyright or a trade secret of any third party, VENDOR NAME will defend such claim at its expense and will pay any costs or damages that may be finally awarded against DDOE. VENDOR NAME will not indemnify DDOE, however, if the claim of infringement is caused by (1) DDOE's misuse or modification of the Deliverable; (2) DDOE's failure to use corrections or enhancements made available by VENDOR NAME; (3) DDOE's use of the Deliverable in combination with any product or information not owned or developed by VENDOR NAME; (4) DDOE's distribution, marketing or use for the benefit of third parties of the Deliverable or (5) information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in VENDOR NAME's opinion is likely to be, held to be infringing, VENDOR NAME shall at its expense and option either (a) procure the right for DDOE to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing. The foregoing remedies constitute DDOE's sole and exclusive remedies and VENDOR NAME's entire liability with respect to infringement.

9.3 DDOE agrees that VENDOR NAME's total liability to DDOE for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or VENDOR NAME negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to VENDOR NAME.

In no event shall VENDOR NAME be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought, and even if VENDOR NAME has been advised of the likelihood of such damages.

**10. Employees.**

10.1 VENDOR NAME has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by VENDOR NAME in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor DDOE's request for specific individuals.



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10.2 Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section 10.2, "Personnel" includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

10.3 Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of VENDOR NAME who will be assigned to this project.

**11. Independent Contractor.**

11.1 It is understood that in the performance of the services herein provided for, VENDOR NAME shall be, and is, an independent contractor, and is not an agent or employee of DDOE and shall furnish such services in its own manner and method except as required by this Agreement. VENDOR NAME shall be solely responsible for, and shall indemnify, defend and save DDOE harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.2 VENDOR NAME acknowledges that VENDOR NAME and any subcontractors, agents or employees employed by VENDOR NAME shall not, under any circumstances, be considered employees of DDOE, and that they shall not be entitled to any of the benefits or rights afforded employees of DDOE, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. DDOE will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of DDOE or any of its officers, employees or other agents.

11.3 VENDOR NAME shall be responsible for providing liability insurance for its personnel.

11.4 As an independent contractor, VENDOR NAME has no authority to bind or commit DDOE. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

**12. Suspension.**

12.1 DDOE may suspend performance by VENDOR NAME under this Agreement for such period of time as DDOE, at its sole discretion, may prescribe by providing written notice to VENDOR NAME at least 30 working days prior to the date on which DDOE wishes to suspend. Upon such suspension, DDOE shall pay VENDOR NAME its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. VENDOR NAME shall not perform further work under this Agreement after the effective date of suspension. VENDOR NAME shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from DDOE to resume performance.

12.2 In the event DDOE suspends performance by VENDOR NAME for any cause other than the error or omission of the VENDOR NAME, for an aggregate period in excess of 30 days, VENDOR NAME shall be entitled to an equitable adjustment of the compensation payable to VENDOR NAME under this Agreement to reimburse VENDOR NAME for additional costs occasioned as a result of such suspension of performance by DDOE based on appropriated funds and approval by DDOE.

**13. Termination.**



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13.1 This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

13.2 This Agreement may be terminated in whole or in part by DDOE for its convenience, but only after VENDOR NAME is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with DDOE prior to termination.

13.3 If termination for default is effected by DDOE, DDOE will pay VENDOR NAME that portion of the compensation which has been earned as of the effective date of termination but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to VENDOR NAME at the time of termination may be adjusted to the extent of any additional costs occasioned to DDOE by reason of VENDOR NAME's default.
- c. Upon termination for default, DDOE may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event VENDOR NAME shall cease conducting business, DDOE shall have the right to make an unsolicited offer of employment to any employees of VENDOR NAME assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

13.4 If after termination for failure of VENDOR NAME to fulfill contractual obligations it is determined that VENDOR NAME has not so failed, the termination shall be deemed to have been effected for the convenience of DDOE.

13.5 The rights and remedies of DDOE and VENDOR NAME provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

13.6 Gratuities.

13.6.1 DDOE may, by written notice to VENDOR NAME, terminate this Agreement if it is found after notice and hearing by DDOE that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by VENDOR NAME or any agent or representative of VENDOR NAME to any officer or employee of DDOE with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

13.6.2 In the event this Agreement is terminated as provided in 13.6.1 hereof, DDOE shall be entitled to pursue the same remedies against VENDOR NAME it could pursue in the event of a breach of this Agreement by VENDOR NAME.

13.6.3 The rights and remedies of DDOE provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.



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**14. Severability.**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

**15. Assignment; Subcontracts.**

15.1 Any attempt by VENDOR NAME to assign or otherwise transfer any interest in this Agreement without the prior written consent of DDOE shall be void. Such consent shall not be unreasonably withheld.

15.2 Services specified by this Agreement shall not be subcontracted by VENDOR NAME, without prior written approval of DDOE.

15.3 Approval by DDOE of VENDOR NAME's request to subcontract or acceptance of or payment for subcontracted work by DDOE shall not in any way relieve VENDOR NAME of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

15.4 VENDOR NAME shall be and remain liable for all damages to DDOE caused by negligent performance or non-performance of work under this Agreement by VENDOR NAME, its subcontractor or its sub-subcontractor.

15.5 The compensation due shall not be affected by DDOE's approval of the VENDOR NAME's request to subcontract.

**16. Force Majeure.**

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

**17. Non-Appropriation of Funds.**

17.1 Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated DDOE may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

17.2 Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and DDOE's obligations under it shall be extinguished at the end of the fiscal year in which the State of Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

**18. State of Delaware Business License.**



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VENDOR NAME and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2301.

**19. Complete Agreement.**

19.1 This agreement and its Appendices shall constitute the entire agreement between DDOE and VENDOR NAME with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

19.2 If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

19.3 VENDOR NAME may not order any product requiring a purchase order prior to DDOE's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

**20. Miscellaneous Provisions.**

20.1 In performance of this Agreement, VENDOR NAME shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. VENDOR NAME shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

20.2 Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

20.3 The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

20.4 VENDOR NAME covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. VENDOR NAME further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

20.5 VENDOR NAME acknowledges that DDOE has an obligation to ensure that public funds are not used to subsidize private discrimination. VENDOR NAME recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, DDOE may declare VENDOR NAME in breach of the Agreement, terminate the Agreement, and designate VENDOR NAME as non-responsible.

20.6 VENDOR NAME warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a



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percentage, brokerage or contingent fee. For breach or violation of this warranty, DDOE shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

20.7 This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

20.8 VENDOR NAME shall maintain all public records, as defined by 29 *Del. C.* § 502(7), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of DDOE may inspect or audit VENDOR NAME's performance and records pertaining to this Agreement at the VENDOR NAME business office during normal business hours.

**21. Insurance.**

21.1 VENDOR NAME shall maintain the following insurance during the term of this Agreement:

- A. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, **and**
- B. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence, **and**
- C. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence; or
- D. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence, or
- E. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

21.2. VENDOR NAME shall provide forty-five (45) days written notice of cancellation or material change of any policies.

21.3. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State.

The certificate holder is as follows:

Delaware Department of Education  
401 Federal Street, Suite 2  
Dover, DE 19901

21.4. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

**22. Assignment of Antitrust Claims.**



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As consideration for the award and execution of this contract by the State, VENDOR NAME hereby grants, conveys, sells, assigns, and transfers to DDOE all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

**23. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. VENDOR NAME consents to jurisdiction venue in the State of Delaware.

**24. Notices.**

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

CONTRACTOR: (Contractor Name and Address)

DDOE: Associate Secretary, Financial Reform & Resource Mgmt.  
Delaware Department of Education  
John G. Townsend Building  
401 Federal Street, Suite 2  
Dover, DE 19901  
Phone No. (302) 735-4040  
Fax No. (302) 739-7768

DOE Certificated Staff coordinating activity:

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Next Page for Signatures.



STATE OF DELAWARE  
DEPARTMENT OF EDUCATION

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

(Name of Contractor)	Delaware Department of Education	
_____	_____	
(Official of Contractor) Project Manager	Associate Secretary, Financial Reform & Resource Management	
_____	_____	
Date	Date	Initial Finance Director
_____	_____	
(Official of Contractor) Principal Investigator	Branch Associate Secretary	
_____	_____	
Date	Date	Initial Work Group Director





# A PROPOSAL TO EVALUATE THE DELAWARE PERFORMANCE APPRAISAL SYSTEM – SECOND EDITION ("DPAS-II")

Prepared for *The State of Delaware Department of Education*  
by *Research for Action* • January 20, 2015





January 20, 2015

Ms. Kim Wheatley, Director  
Financial Reform Resources  
Delaware Department of Education  
401 Federal Street, Suite #2  
Dover, DE 19901-3639

**BID ENCLOSED: RFP # 2015-07-DPAS-II**

Dear Ms. Wheatley:

On behalf of Research for Action (RFA), I'm pleased to submit our application to evaluation the Delaware Performance Appraisal System II, or DPAS-II.

RFA has a 20-year track record of conducting rigorous research and evaluation studies that speak directly to the needs and interests of educators. In recent years, for example, RFA has served as the lead evaluator of the implementation of math and literacy teaching tools aligned to the Common Core in several states. This expertise in building relationships with teachers, as well as our track record of designing research that is useful to them and their teaching practice, makes RFA is uniquely suited to conduct this evaluation.

In accordance with the RFP, RFA's proposed research activities related to this proposal contract will not take place outside of the United States.

Sincerely,

*Original on File*

Kathleen M. Shaw  
Executive Director

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RESEARCH FOR ACTION

Land Title Building • 100 South Broad Street, Suite 700 • Philadelphia, PA 19110

 267-295-7760 •  [www.researchforaction.org](http://www.researchforaction.org) •  [www.twitter.com/Research4Action](https://www.twitter.com/Research4Action)



# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT "RESEARCH FOR ACTION, INC.", A CORPORATION CREATED AND EXISTING UNDER THE LAWS OF PENNSYLVANIA FILED IN THIS OFFICE, THE NINTH DAY OF JANUARY, A.D. 2015, AT 10:25 O'CLOCK A.M., A CERTIFICATE ISSUED BY AN AUTHORIZED OFFICER OF THE JURISDICTION OF ITS INCORPORATION EVIDENCING ITS CORPORATE EXISTENCE, TOGETHER WITH A SWORN STATEMENT SETTING FORTH "INCRP SERVICES, INC.", IN THE CITY OF WILMINGTON, AS A REGISTERED AGENT IN THIS STATE, AND ALL THE INFORMATION REQUIRED BY SECTION 371(B)(2), AND IS ENTITLED TO DO BUSINESS IN THIS STATE.

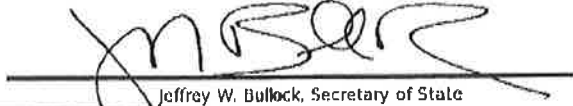
PROVIDED, HOWEVER, THAT THE SAID "RESEARCH FOR ACTION, INC." SHALL NOT WITHIN THE LIMITS OF THIS STATE, BY ANY IMPLICATION OR CONSTRUCTION, BE DEEMED TO POSSESS THE POWER OF DISCOUNTING BILLS, NOTES, OR OTHER EVIDENCE OF DEBT, OF RECEIVING DEPOSITS, OF BUYING AND SELLING BILLS OF EXCHANGE, OR OF ISSUING BILLS, NOTES OR OTHER EVIDENCE OF DEBT UPON LOAN FOR CIRCULATION AS MONEY.

5659543 8210

150031265

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 2026416

DATE: 01-09-15



STATE OF DELAWARE  
QUALIFICATION CERTIFICATE  
OF A FOREIGN CORPORATION

The foreign corporation hereby certifies as follows:

1. The name of the foreign corporation is Research for Action, Inc.
2. The foreign corporation is formed under the laws of Commonwealth of Pennsylvania and is filing herewith a certificate evidencing its corporate existence.
3. The business which it proposes to do in the State of Delaware is as follows:  
Our mission is to conduct rigorous qualitative, quantitative and mixed-methods research studies for a broad range of educational stakeholders
4. The Registered Office of the foreign corporation in the State of Delaware is located at One Commerce Center - 1201 Orange Street, #600 (street), in the City of Wilmington, Zip Code 19899  
The name of the Registered Agent at such address upon whom process against this foreign corporation may be served is InCorp Services, Inc.
5. The assets of said foreign corporation are \$ 2,868,100.00 and the liabilities thereof are \$ 2,868,100.00. The assets and liabilities indicated are as of a date within six months prior to the filing date of this Certificate.
6. The business which it proposes to do in the State of Delaware is the business it is authorized to do in the jurisdiction of its incorporation.

*Original on File*

By: \_\_\_\_\_  
Authorized Officer

Name: Kathleen M. Shaw  
Print or Type



**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE**

**DECEMBER 19, 2014**

**TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:**

**I DO HEREBY CERTIFY THAT,**

**RESEARCH FOR ACTION, INC.**

**Is duly Incorporated as a Pennsylvania Corporation under the laws of the Commonwealth of Pennsylvania and remains a subsisting corporation so far as the records of this office show, as of the date herein.**

**I DO FURTHER CERTIFY THAT, This Subsistence Certificate shall not imply that all fees, taxes, and penalties owed to the Commonwealth of Pennsylvania are paid.**



**IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.**

*Original on File*

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**Secretary of the Commonwealth**

Certification Number: 12309783-1

Verify this certificate online at <http://www.corporations.state.pa.us/corp/soskb/verify.asp>



# DDOE Proposal Narrative

## Introduction

Research for Action (RFA) is pleased to submit this proposal to serve as the external evaluator for the Delaware Performance Appraisal System (DPAS-II). We look forward to supporting the Delaware Department of Education (DDOE) in its efforts to continually refine and improve upon DPAS-II, and to ensure successful implementation in districts across the First State.

The abbreviated timeline for the first year of evaluation (February-August, 2015) calls for an ambitious research agenda and meticulous project planning. RFA has the capacity and experience to successfully fulfill this agenda, providing relevant, actionable information in year one based on a rigorous, mixed-method study design. Furthermore, our research approach establishes a strong foundation for additional investigation in future years, including the potential for longitudinal analysis and expanded field work.

For the purposes of this proposal, we have reorganized the research focus areas from the RFP into evaluation goals that focus on: 1) perceived utility; 2) implementation practices; and 3) perceived impact of DPAS-II. Our evaluation plan involves the three critical elements outlined in the RFP (statewide survey, qualitative case studies, artifact gathering), but refines the research strategy from previous external DPAS-II evaluations in the following ways:

- **Additional State-Level Data Sources:** We propose to conduct interviews with key state stakeholders, as well as a policy scan of teacher evaluation inputs. These additional data sources will allow us to gather essential information to guide the creation of data collection instruments (survey, site visit protocols) and gain an understanding of policymakers' perceptions of DPAS-II implementation.
- **Rigorous Quantitative Methodology:** We will conduct a sophisticated quantitative analysis of the teacher, school, and district factors that lead to successful implementation of DPAS-II and influence teacher and administrator support for DPAS-II. Our quantitative analysis will utilize multiple statewide data sets; we will examine and merge data from a statewide teacher survey, administrative data on DPAS-II implementation, and student data on achievement



outcomes to estimate the utility, implementation, and impact of DPAS-II. Additionally, analysis of district artifacts will allow for independent evaluations of DPAS-II implementation and claim validity.

- **Targeted Qualitative Sampling Strategy:** We propose a stratified sampling strategy for qualitative research (including both artifact gathering and site visits) that improves the efficiency and utility of qualitative data. We will focus on respondents who are representative of best practices and, in the case of artifact collection, areas for improvement across the state.
- **Integrated Mixed-Methods Analysis Approach:** Our analysis will seamlessly integrate both qualitative and quantitative research methodologies, using emerging data to inform the creation of new instruments across methodological approaches.
- **Actionable Products:** Our research report will present findings clearly and concisely, emphasizing the relevance of the results for various stakeholders. In addition to a more traditional research report, we plan for an interactive tool for district and school-level personnel to understand research findings that are relevant for their contexts.

Our proposed approach is possible through a team of organizations that is particularly well-suited to evaluate DPAS-II. Our qualifications and primary responsibilities are summarized below.

Research for Action will serve as the lead organization for this evaluation. RFA will ensure efficient and effective operations across all elements of the study, including project management, data collection, analysis, and reporting. Our Philadelphia-based organization has a wealth of experience using mixed-methods approaches to examine the implementation – including best practices, areas for improvement, and potential roadblocks – of significant statewide policies. We have particular experience administering large-scale, state-wide surveys that garner high response rates, and we use rigorous analyses to address research questions using multiple sources of data. On the qualitative side, our organization is well-known for conducting and analyzing data from fieldwork, including interviews, focus groups, and document analysis. RFA also brings demonstrated ability to manage complex projects involving multiple stakeholders and research partners on a tight timeline, and producing actionable deliverables. RFA staff include former SEA and district policymakers with established track records of translating findings for use by a broad range of stakeholders, from teachers to state officials.



Finally, multiple members of the research team have experience working in Delaware on education research and reform.

RFA will be joined by two subcontracting organizations with extensive experience researching teacher evaluation systems:

The Center for Assessment will contribute to the development of the statewide survey, quantitative data analysis, and artifact collection and analysis. The Center for Assessment has been a leader in supporting states and districts in the design and implementation of new educator evaluation systems. Center personnel have been lead technical advisors in the design of state and district systems in New Hampshire, Wyoming, Colorado, Hawaii, and Rhode Island. The Center leads the educator evaluation technical advisory committees (TAC) in Georgia, Pennsylvania, Rhode Island, Hawaii, and Denver, and Center personnel serve on educator evaluation TACs in Delaware, Florida, Chicago, and Los Angeles. Additionally, Center personnel have written extensively on technical issues associated with new educator evaluation systems and are regularly asked to provide expertise to the U.S. Department of Education, Council of Chief State School Officers, and other organizations.

Claire Robertson-Kraft from Operation Public Education (OPE) will contribute to the development of the statewide survey, and will participate in qualitative fieldwork. OPE, based at the University of Pennsylvania, has a proven track record in supporting school systems to design and evaluate new teacher evaluation systems. OPE is currently leading the research on a new teacher evaluation system, INVEST, in Aldine ISD in Houston, Texas, and is working with DDOE on the evaluation of the Talent Cooperative (The Co-Op).

### Theoretical Framework and Research Focus

A considerable body of research has demonstrated that teachers are the most important within-school factor influencing student growth and that some teachers are dramatically more effective than others.<sup>i,ii,iii</sup> Despite this variation, results from traditional teacher evaluation systems have historically demonstrated little connection between results and student learning gains.<sup>iv,v</sup> The U.S. Department of Education's guidelines for awarding Race to the Top grants directly



challenged states to rethink their teacher evaluation systems, and since 2010, Delaware has been at the vanguard of these efforts through DPAS-II. In the past several years, over 40 states and the District of Columbia Public Schools have changed their evaluation systems, and adopted policies that give student learning data significant weight in teacher evaluations.<sup>vi</sup>

There is evidence that calls into question the capacity of emerging teacher evaluation systems to sufficiently account for non-school-based factors;<sup>vii</sup> some researchers also question whether determinations of teacher effectiveness and resulting personnel decisions should be based in part on standardized test results.<sup>viii</sup> This evidence notwithstanding, several recent studies have shown that new teacher evaluation systems, designed well, can yield positive results for student learning in the initial stages of implementation.<sup>ix,x,xi</sup> However, implementing new evaluation systems has proven to be logistically challenging and incredibly time consuming work for state and district policymakers. Moreover, we still know very little about what leads to effective implementation. Existing research has shown that teacher evaluation systems may result in performance improvements if they include five key elements:<sup>xii</sup>

1. Common statewide standards related to meaningful student learning and shared across the profession;
2. Performance-based assessments guiding state functions such as teacher preparation, licensure, and advanced certification;
3. Local evaluation systems aligned to the same standards based on multiple measures of teaching practice and student learning;
4. Support structures that ensure properly trained evaluators, mentoring for new teachers who need additional assistance, and fair decisions about personnel actions;
5. Aligned professional learning opportunities that provide specific evidence-based feedback and opportunities for peer collaboration and support.

In addition, studies have shown that teachers' attitudes can influence the effectiveness of teacher evaluation system implementation. Teacher attitude is affected by a variety of factors, including level of understanding, perceived attainability and accuracy of performance metrics, and the quality of feedback on performance.<sup>xiii,xiv,xv</sup>



## Evaluation Goals

Our proposed evaluation of the DPAS-II system will build off of existing research – including the literature above, past DPAS-II evaluations and TLEU internal reports – to explore three overarching research goals:

- **Evaluation Goal 1:** Determine the perceived utility and value of the DPAS-II system. Drawing on previous research, we will examine educator perceptions of key system design and implementation factors (e.g., level of understanding, accuracy of measures, quality of feedback).
- **Evaluation Goal 2:** Assess the quality of DPAS-II Implementation. We will examine the quality of DPAS-II support structures and identify both challenges and promising practices in implementation at the school and district levels.
- **Evaluation Goal 3:** Determine student- and teacher-level outcomes resulting from DPAS-II implementation. We will examine the effects of teacher DPAS-II scores on student outcomes, controlling for student, teacher, and school variables.

## Timeline and Methodology

In Table 1, we provide a timeline for the research activities in the first year of evaluation, which reflects an ambitious research agenda given the July 2015 deadline for the comprehensive report. We then provide detail on each proposed activity.

Table 1. Research Timeline: February – August 2015

RESEARCH PHASE	RESEARCH ACTIVITIES	2/2015	3/2015	4/2015	5/2015	6/2015	7/2015	8/2015
<b>Study Design</b>	<b>Deliverable 1: Research Question Refinement</b>	•						
<b>Data Collection</b>	Policy Analysis	•	•					
	Research Design Revision and Site Selection	•	•					
	Initial Fieldwork (stakeholder interviews, pilot site visit interviews)		•					
	Fieldwork Protocol Development		•					
	Online Survey Development & Pilot Testing		•	•				
	Fieldwork in District & School Sites		•	•	•			
	Collection of Artifacts		•	•	•			



RESEARCH PHASE	RESEARCH ACTIVITIES	2/2015	3/2015	4/2015	5/2015	6/2015	7/2015	8/2015
	Collection of school achievement and teacher evaluation data			•	•			
	Survey Administration & Protocol Development			•	•	•		
	<b>Deliverable 2: Report of Data Gathered through Statewide Survey and District-Level Data Collection</b>			•	•	•		
<b>Analysis</b>	Survey, Outcomes, Fieldwork and Artifact Analysis				•	•		
<b>Reporting</b>	Drafting of Statewide Report to Delaware Department of Education					•	•	
	<b>Deliverable 3: Delivery of Statewide Report to DDOE</b>						•	
	<b>Deliverable 4: Launch Interactive Tool for Districts and Schools</b>							•

### Data Collection and Data Sources

Our data collection strategy involves various sources of data, each of which is carefully sequenced and aligned to our mixed-methods analysis strategy. Below are details about the data sources we will use in our study.

**Policy Analysis** (February-March, 2015): RFA will utilize well-developed strategies for compiling and analyzing relevant policy documents to develop a detailed understanding of DPAS-II. Our analysis will include statute; regulation; and state-developed training resources and guidelines for teachers, specialists and administrators on how to implement DPAS II. This work will be facilitated by the experience of several of our researchers who have worked in Delaware, both with the DDOE and the Rodel Foundation.

**Interviews with Key State Stakeholders** (March, 2015): We propose to interview approximately five state policymakers who have been involved with the implementation of DPAS-II. Although this data collection activity was not listed in the RFP, interviews will help to guide the creation of the statewide survey tool, as well as the site visits with innovative districts. Interview protocols will be semi-structured to allow respondents to talk freely about the DPAS-II implementation process from their vantage points. Respondents will answer questions regarding:

- Their role in DPAS-II creation and implementation;
- Their perceptions of implementation thus far, focusing on both challenges and successes in the field, including potential best practices;



- Alignment among DPAS-II and other state education reforms (e.g. assessment); and,
- Their thoughts on the future of DPAS-II over the next 5 years.

**Survey** (March-June, 2015): We will develop a statewide survey instrument for teachers, administrators, and specialists to measure the perceived utility and value of DPAS-II (Evaluation Goal 1) and the progress of implementation (Evaluation Goal 2). We will use interviews with key state stakeholders, previous evaluations of DPAS-II, informal interviews with Delaware teachers,<sup>1</sup> and evaluations of teacher evaluation systems in other states to help develop survey items and constructs. The survey will cover:

- Opinions about the utility and value of the DPAS-II system, including educators' perceptions of new approaches to teacher evaluation, in particular the degree to which DPAS-II provides fair and useful feedback.
- Implementation of DPAS-II, including the time it takes to complete the required sections of DPAS-II, the difficulty of implementing different sections of DPAS-II, and school procedures used to complete DPAS-II.
- Impact of DPAS-II, including the ways that teachers and administrators have changed practice and pedagogy (e.g., reports of time use in the classroom) in response to DPAS-II. We will refer to existing instruments from National Center for Educational Statistics surveys, best practices in the literature, and discussions with the DDOE curriculum specialist to develop a small set of questions about changes in pedagogical practice.
- Other teacher, administrator, and school characteristics, including demographic characteristics, teaching experience, level of education, major and subject area courses taken, type of certification, and measures of professional community and collaboration.<sup>2</sup> These questions will be developed after discussions with key state stakeholders and a review of best practices in the literature. We also will refer to other NCES surveys and other surveys of teacher evaluations systems to develop a parsimonious set of questions about additional teacher, administrator, and school characteristics.

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<sup>1</sup> For these informal interviews, we may ask Rodel Teacher Council teachers general questions along the identified key survey constructs.

<sup>2</sup> We are open to including relevant measures of teacher personality traits such as measures of teacher efficacy or the GRIT scale. These measures might be possible mediating variables that could explain differences in implementation. However, the inclusion of these scales would be carefully considered so as not to add too much to the length of the survey.



We will use these survey data to develop a construct of implementation that combines survey data with state-level information about which districts/LEAs have demonstrated fidelity to DPAS-II goals and innovative and effective practices in service of DPAS-II implementation. We recognize the delicate balance between length and comprehensiveness in survey-writing.

Once the instrument is finalized, Research for Action will program the survey using SNAP Survey Software (“SNAP”), which will allow us to customize and launch the online survey following best practices of web-based survey design, as well as ensure data quality and security. The survey will be thoroughly tested by RFA and piloted with approximately 10-20 educators, administrators, and specialists to further refine the instrument. After piloting, RFA will make changes to the program, and perform a final quality check. RFA proposes hosting the survey on a web domain that can be disseminated to all educators in Delaware. To access the web survey, educators will be asked to provide unique identifying information. Reminders will be sent weekly to all educators who have not completed the survey during the four-week administration period. We will provide DDOE with weekly reports on completion rates, as well as any useful information gleaned from the field period.

**Teacher and Student Outcome Data** (April-May, 2015): To facilitate our evaluation of DPAS-II we will request the following statewide outcome data:

- Student-level academic achievement data, specifically DCAS, Smarter Balanced, and DCAS Alternative tests.
- School-level data, for example the percent of students eligible for free and reduced-price lunch, racial/ethnic composition, percent special education, and percentage of English Language Learners.
- Teacher-level data from past DPAS-II implementation surveys.

We will ask for teacher and school IDs for these data so that we can match data with teachers and schools. However, we recognize the importance of confidentiality and we will work with the DDOE to develop a system of matching student and teacher data that maintains the confidentiality of student and teacher data. To ensure confidentiality we will only report aggregate results from our quantitative analyses.



**Site Visits** (March-May, 2015): In the first year of data collection, researchers will conduct site visits at three separate districts/LEAs that exhibit strong implementation of DPAS-II. The goal of the site visits is to generate a set of best practices from districts that have implemented DPAS-II “well,” which we define via the following characteristics:

- District/LEA exhibits high levels of fidelity to DPAS-II goals;
- District/LEA has exhibited innovative and effective practices in service of DPAS-II implementation.

We will employ a rigorous site selection process involving information from a wide range of data sources. Our site selection process will first disaggregate Delaware districts (including charter LEAs) along key indicators of interest, including size, student socioeconomic status, geography, and student demographics. Using preliminary findings from our survey, we will then highlight potential districts where best practices may be occurring and present this list to DDOE with our recommendations. The three sites will be selected jointly with DDOE.

For each site, researchers will interview key district-level administrators and school leaders and conduct teacher focus groups, taking care to collect data across schools, grade levels, and subject areas to ensure a representative sample. Table 2 below details the respondent frame for site visit data collection.

Table 2. Site Visit Respondents

RESPONDENT	DATA COLLECTION STRATEGY	EXPECTED RESPONDENTS PER SITE
District/LEA administrators	Interview	3-5
School administrators	Interview	5
Certified evaluators	Interview	5
Group 1 teachers (Measure A assessed Math and ELA teachers in grades 3-10)	Focus group	10
Group 2 teachers (Measure B assessed teachers, e.g. science and social studies)	Focus group	10
Group 3 educators (educators who do not report student grades and cannot otherwise be categorized into Groups 1 or 2.)	Focus group	5

The anticipated number of respondents for each site is 35, yielding an overall qualitative site visit sample of 105 respondents. To select teacher participants for each focus group, we propose contacting the district superintendent, and then following up with emails to all eligible teachers to invite participation. Instruments for the site visits will be aligned to other data sources; for



example, interview and focus group protocols will be informed by the statewide survey, interviews with key state stakeholders, artifact gathering, and policy scans.

**Artifact Gathering** (March-May, 2015): Collected artifacts will be used to refine and strengthen findings related to best practices, implementation strategies, and student and teacher outcomes. They will also be used to independently evaluate DPAS-II implementation and claim validity. The sampling frame for artifact gathering will be the same as for the site visits. Artifacts will be gathered from 10 teachers each from Group 1 and Group 2 (see Table 2) across three district/LEA sites, yielding an overall artifact sample of 60 teachers.

We intend to collect three types of artifacts from teachers to help understand and provide exemplars of implementation. These artifacts will be aligned with DPAS-II Components I–IV, and are described briefly below:

1. Formative feedback from principals: We propose to collect any written communication received from principals associated with the observation process, and evaluate these pieces systematically for elements considered to help facilitate teacher improvement.
2. Teachers' Professional Responsibilities Forms: We will work with DDOE to develop a rubric to evaluate these forms, which are required for Component IV.
3. Teacher assignments and student work: These artifacts will be used to examine the validity of inferences about the quality of instructional practices of teachers in different classifications.<sup>3</sup> Results based on assignments will provide validating evidence as to the quality of observations. Assignment analyses provide evidence related to cognitive challenge, clarity, and learning goals.

### Analysis

A core strength of the organizations involved in this proposal – Research for Action, the Center for Assessment, and Operation Public Education – is our ability to integrate multiple, complex data sources into a coherent whole. Table A.1 (see Appendix A) clarifies the links between the research focus areas, the various proposed data collection strategies, and related methodological approaches. Below we describe our quantitative and qualitative analysis approaches, both of

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<sup>3</sup> This includes examining whether systematic differences exist between Group 1 and Group 2 teachers (see Table 2).



which will draw on literature-based best practice frameworks to operationalize successful practices in teacher evaluation implementation.

**Quantitative Analysis:** We will use multilevel modeling to estimate the effects of school and teacher characteristics on the degree of implementation of DPAS-II, the perceived utility and value of the DPAS-II system, the effects of DPAS-II implementation, teachers' views of DPAS-II, and DPAS-II scores on student achievement and retention rates (or other student outcomes). We will use these analyses to determine where DPAS-II works (i.e., where it is implemented well, and where it is a good predictor of student outcomes). Next we will examine the mediating variables that lead to strong implementation of DPAS-II and which factors account for the effects of DPAS-II on student outcomes. In addition to the above cross-sectional analysis, we will conduct a longitudinal analysis of the views of DPAS-II. During the first year this analysis will be based on raw data from the previous DPAS evaluations and the RFA survey of teachers and administrators. We will provide analysis at both the state and district levels. These analyses will provide information on three outcomes of interest:

1. *Opinions of DPAS-II.* We will use data from the educators' survey to examine perceptions of DPAS-II. We will estimate a three-level multilevel model (of teachers nested within schools nested within districts) to examine the effects of teacher, school, and district variables on opinions of DPAS-II.
2. *Degree of Implementation of DPAS-II.* We will develop a construct that measures the degree of implementation of DPAS-II based on interviews with key state stakeholders, our survey of educators, and our overview of administrative data on DPAS-II. We will examine the reliability of our implementation construct as well. We also use factor analysis to examine the tenability of sub-scales of DPAS-II implementation. Each of these subscales would be analyzed as a dependent variable in the implementation analysis. We will estimate a three-level multilevel model (of teachers nested within schools nested within districts) to examine the effects of teacher, school, and district variables on the degree of implementation.
3. *Student Outcomes.* We will examine the effect of our implementation construct and the DPAS-II scores in both concurrent cross-sectional and predictive analyses. We will use existing statewide assessments of student achievement to measure student outcomes. We



recognize that these assessments vary by grade and subject matter. We also recognize that the adoption of the Smarter Balance tests will limit the ability to look at changes in student achievement over time. We will estimate a three-level multilevel model to examine the effects of teacher DPAS-II scores on student outcomes both with and without accounting for student, teacher, and school variables.

To conduct the three analyses described above, we will gather and merge data from multiple sources. Specifically, we will merge data from the statewide survey with multiple student outcomes. To address potential issues of data quality and missing data, we will follow up with the relevant administrative offices, use a rigorous strategy of non-response follow-up for the teacher survey, and utilize data imputation strategies such as multiple imputation if necessary. For more information on the models for these analyses, see Appendix B.

In order to make meaningful use of the teacher artifacts, we will systematically link the artifacts to DPAS-II results, as this allows us to provide evidence of implementation, highlight exemplars of best practice, and provide validity evidence related to claims based on DPAS-II results. As stated earlier, we propose to focus on three relevant artifacts: formative feedback from principals; teachers' Professional Responsibilities Forms; and teacher assignments. While the analyses of responsibilities forms and principal feedback provide direct examples of DPAS-II implementation quality, teacher assignments provide a criterion indicator that will be used to independently evaluate DPAS-II implementation and claim validity. Artifacts will be scored using an abbreviated form of the rubric developed by Clare, Valdes, Pascal, and Steinberg (2001).<sup>xvi</sup> Scored artifacts will become teacher outcomes that we can model to examine implementation and validity evidence. In order to examine the direct relationship between DPAS-II and external criteria of implementation, we can apply artifact scores to student-level analyses.

**Qualitative analysis:** The qualitative analysis will be conducted in two stages. The first stage will examine DPAS-II inputs, and include policy analysis of relevant statewide documents, as well as key state stakeholder interview data. For the policy analysis, we will use frameworks to help identify key policy structures and characteristics of DPAS-II based on multiple primary source documents. Key state stakeholder interviews will be analyzed along the same constructs



as the statewide survey, which will allow for seamless integration of interview findings into the development of the survey tool.

The second stage will examine district/LEA best practices in DPAS-II implementation. Our analysis frame will be highly aligned to Evaluation Goals 1 and 2 (Determine the perceived utility and value of the DPAS-II system; Study the implementation of DPAS-II in schools and districts/LEAs). Specifically, we will create a set of qualitative codes that apply to both site visit interviews and focus groups. Wherever possible, codes will be used concurrently to examine artifacts gleaned from teachers and principals in site visit locations. We will use a qualitative analysis software package, Atlas.Ti7, to analyze emerging trends in site visit and artifact data. All qualitative analysis will hold confidential the names of respondents and schools; there will be no identifiers provided in any deliverables or public reports.

## Deliverables

Below we outline the four deliverables for the proposed study.

Table 4. Study Deliverables

DELIVERABLE	DESCRIPTION	DEADLINE
<b>1. Refined Research Questions</b>	Research questions based on the three identified evaluation goals, and using the research focus areas provided in the RFP as a guideline.	March 2015
<b>2. Data Status Reports</b>	Bi-weekly status reports to DDOE on response rates on the statewide survey, progress in site visit scheduling and artifact collection	April – June, 2015
<b>3. Comprehensive DPAS-II report</b>	A report that presents integrated mixed-methods research findings for DDOE staff and a broad stakeholder audience	July 2015
<b>4. Interactive web-based tool</b>	Interactive web-based tools that share research findings, best practices, and exemplary district artifacts. In consultation with DDOE and BloomBoard, we will incorporate technology-based tools into existing platforms and teacher portals. These tools could also include district- or school-specific fact sheets.	August 2015

In addition to these key deliverables, RFA and its subcontracting organizations will submit to DDOE the following: a) monthly progress reports on research activities; and b) any and all updates to the research study design.



## Subsequent Years of Evaluation

The research proposed above provides a strong foundation for further study. If granted a second year as the DPAS-II external evaluator, we anticipate an expanded set of research activities. First, we will revise the statewide survey to reflect findings from the first year of our study, as well as feedback from DDOE staff about future areas of inquiry. We would also expand survey analysis to include longitudinal findings based on an analysis of our teacher survey. Finally, we would estimate a multilevel growth curve model of the lasting effects of DPAS-II. During subsequent years of DPAS-II evaluation, we will examine changes in the effectiveness of DPAS-II implementation over time.

Additionally, we would expand the sampling strategy for the site visits and artifact analysis collection, allowing for disaggregation along two additional indicators: 1) High versus low implementation of DPAS-II; and, 2) School type (elementary versus secondary). This expanded sampling frame would allow for more intensive cross-site analysis, highlighting specific implementation approaches that might work best in given settings. It would also allow for a more robust analysis of artifacts using the validation analysis frame presented in the quantitative analysis section.

An additional proposed activity in the second year is the evaluation of DPAS-II Professional Judgment and Training Components. Given the prominent role of professional judgment in DPAS-II, we can evaluate the impact of professional judgment in three specific policies: 1) principal discretion; 2) summer base camp (and the principal credentialing assessment); and, 3) development coaches. An important consideration for these specific policy evaluations is that there was not random assignment into any of these policies. Given that selection is likely an important confounding factor, we will consider quasi-experimental statistical adjustments to the models described above.

We anticipate that reductions in certain first-year research activities – for example, scaling back the policy analysis, spending fewer resources on survey development, and spending less time and resources on selecting and gaining access to sites – would free up adequate resources for these proposed augmented activities.



## Proposed Budget



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Organization Name

Delaware Department of Education

Budget Period

Start Date

End Date

# of months

02/01/2015

08/31/2015

7

		Daily Rate	Monthly FTE%	Days	BUDGET	
					Total	
Personnel						
Shaw, Kate	Executive Director	\$	2,135	3%	5	\$ 10,673
Schott, Adam	Director of Policy		1,307	3%	5	\$ 6,535
Rodriguez, Liza	Director of Qual Research	\$	1,287	5%	7	\$ 9,007
Duffy, Mark	Research Associate	\$	878	22%	34	\$ 29,859
Beaver, Jessica K.	Qualitative Lead	\$	866	23%	35	\$ 30,297
Sludden, John	Policy Analyst	\$	550	18%	28	\$ 15,400
Long, Daniel	Senior Quant Researcher		1,240	38%	57	\$ 70,674
Meehan, Kasey	Research Analyst	\$	547	30%	46	\$ 25,182
Barnes, Marvin	Research Assistant	\$	350	21%	32	\$ 11,200
Communications		\$	739	11%	16	\$ 11,816
Murawski, Alison		\$	739	11%	16	\$ 11,816
Project Management, Tech & Clerical support		\$	1,602	15%	22	\$ 11,345
Peterson, David		\$	278	11%	17	\$ 4,726
Simonetti, Elizabeth		\$	1,324	3%	5	\$ 6,619
Total Personnel				287	\$	231,988
Sub-Contractor						
Center for Assessment		\$	1,800		37	\$ 65,700
Operation Public Education (OPE)		\$	1,000		24	\$ 24,000
Total Sub-Contractor					\$	89,700
Other Direct						
Travel (Airfare, Lodging, Meals)		\$	250		11	\$ 2,750
Graphic Design and Printing						\$ -
Computers and Tech support						\$ 2,342
Student Stipends/Transcription						\$ 2,700
Materials & Supplies						\$ 2,520
Total Other Direct					\$	10,312
TOTAL Budget					\$	332,000

## Budget Narrative

The purpose of the budget narrative is to supplement the information provided in the excel-based budget template by justifying how the budget cost elements are necessary to implement project activities and accomplish target outcomes. The budget narrative is a tool to help understand the budgetary needs of the project and is an opportunity to provide descriptive information about the costs, drivers, and risks that can't be easily communicated in the budget template. Together, the



budget narrative and budget template will provide a complete quantitative and qualitative description that supports the proposed budget.

1. Personnel: We are requesting a total of \$231,988 in RFA personnel costs. Costs are based on daily rate of RFA staff.

Dr. Daniel Long (38%), Senior Quantitative Research Associate, will serve as a Project Co-Director. Dr. Long will oversee all elements of quantitative data collection, analysis and reporting. He will also serve as a primary contact with the Delaware Department of Education. Dr. Long will also coordinate the work of the Center for Assessment and ensure its quality and timeliness.

Dr. Jessica Beaver (23%), Research Associate, will team with Dr. Long as a Project Co-Director. She will serve as the lead qualitative researcher on the project, and ensure the quality and strategic alignment of all elements of the qualitative research process. She will also serve as a primary contact with the Delaware Department of Education, as well as with schools selected for site visits; and she will coordinate the work of Claire Robertson-Kraft from Operation Public Education.

Kasey Meehan (30%) will serve as the Project Manager. In this role she will coordinate the day-to-day activities of the project; ensure sound oversight of all data and project-related materials; and ensure strong communication among team members. A highly skilled survey researcher, Meehan will also work closely with Dr. Long on developing, administering and analyzing survey data.

Mark Duffy (22%), Research Associate, will be primarily responsible for collecting and analyzing data related to Delaware's state-level teacher effectiveness policy. In this role he will interview state-level stakeholders, review policy documents, and take a lead role in analyzing and writing up the results of this element of the research project.

John Sludden (18%), Policy Analyst, will provide important support to the qualitative and policy elements of the research enterprise. Sludden will collect and analyze policy and qualitative data; develop and implement analysis plans; schedule site visits and other meetings as needed; and provide copy-editing services.



Marvin Barnes (21%), Research Assistant, will assist in all aspects of the quantitative data analysis. He will assist Dr. Long and Ms. Meehan in survey administration and analysis; conduct routine analyses of quantitative data; and provide general support for the project.

High-level quality control and strategic oversight will be provided by 3 members of RFA's senior management team. Dr. Liza Rodriguez (5%), Director of Qualitative Research and Research Operations, will provide support and guidance for all elements of the qualitative enterprise. Adam Schott (3%), RFA's Director of Policy Research, will provide strategic oversight and quality control regarding our analysis of state policy. And Dr. Kate Shaw (3%), RFA's Executive Director, is primarily responsible for ensuring that all elements of the research project are of the highest quality, and are aligned with the timing and information needs of DDOE.

Elizabeth Simonetti (3%) is RFA's CFO, and will provide fiscal oversight of the project.

David Peterson (11%) will provide routine clerical and project management support. Duties will include scheduling research team meetings, collecting travel receipts, assisting in the production of documents, and checking databases.

2. Travel (Airfare, Lodging, Meals): We request a total of \$2,750 (11 travel days). We calculate the cost per day at \$250, but will charge the project for the actual cost of travel. Cost per day calculations are based upon the total cost that is typically incurred for transportation, hotel if needed, car rental, and per diem. We presume 8 days of travel for site visits and face-to-face interviews; and 3 days of travel for client meetings and presentations.
3. Subcontractors: We request \$65,700 for 36.5 consulting days (\$1800/day) with Center for Assessment. The employees assigned to this evaluations are Scott Marion and Pete Goldschmidt. Marion and Goldschmidt will have three primary responsibilities in support of the evaluation. First, they will assist in developing surveys and collecting data from the state. Second, they will collect and analyze artifacts related to DPAS II. Third, the Center will assist with analyses that provide validity evidence for DPAS II claims about teachers. We also request \$24,000 for 24 consulting days (\$1000/day) with Operation Public Education



(OPE). Claire Robertson-Kraft, OPE’s Associate Director, will support several phases of the research evaluation process such as survey design, case study data collection and analysis of results. Throughout each phase, she will be available to participate in regular project management meetings and calls with Research for Action and DDOE staff to support project activity integration and high-quality, aligned outputs.

4. Other Direct Costs: The vast majority of the proposed budget would be devoted to personnel costs. However, we have also budgeted \$2,342 for Computers and Tech support, \$2,700 for Student Stipends/Transcription; and \$2,520 for routine materials and supplies.

### Qualifications and Staffing

RFA and its partners on this proposed project provide a strong, diverse research team with high-level expertise in both educational research and policymaking. As researchers, former policymakers and providers of technical assistance on teacher effectiveness systems, we understand the policy, strategic, and technical challenges inherent in meaningful, durable reform at the state level, and we are eager to apply this expertise in support of the Delaware Department of Education. Our team has ample capacity to conduct the proposed evaluation, including Delaware-specific expertise in K-12 policy as well. Table 5 provides an overview of our relevant experience. More specificity regarding roles and responsibilities is provided in the budget narrative. CVs for key staff are provided in Appendix D.

Table 5. Qualifications of Key Project Personnel

NAME	PROJECT ROLE	EXPERIENCE AND PROJECT RESPONSIBILITIES
<b>Research for Action</b>		
Dr. Daniel Long, Senior Research Associate	Project Co-Director and Lead Quantitative Researcher	Dr. Long has 18 years of experience conducting quantitative research of educational policy, social inequality, and demographic topics in the U.S. and internationally. Before joining Research for Action he taught educational policy, methods, and statistics courses at Wesleyan University as an Assistant Professor of Sociology. He has worked as a researcher for the Center for Demography at the University of Wisconsin-Madison and as a statistical and methodological consultant for universities, school districts, and non-profits.
Jessica K. Beaver, Research Associate	Project Co-Director and Lead Qualitative Researcher	Dr. Beaver is an experienced qualitative researcher and has taken a leadership role on several large, mixed-methods evaluations at RFA. Prior to her arrival at RFA she was a fellow at the Rodel Foundation in 2013, where she served as an advisor on a number of educational policy issues. She has significant policy background as well, having



		served on the staff of a member of the U.S. House of Representatives.
Kasey Meehan, Research Analyst	Project Manager; survey research	Ms. Meehan has extensive project management experience and is an experienced survey researcher. Prior to her arrival at RFA she served as Project Director at SSRS, a national survey research firm.
Mark Duffy, Research Associate	Policy and qualitative research	Mr. Duffy is a policy researcher with over a decade of experience in state educational policy analysis. He served as a consultant at the Rodel Foundation when the state won the first round of Race to the Top funding.
Liza Rodriguez, Director of Qualitative Research	Strategic Oversight of Qualitative Research	Dr. Rodriguez leads RFA's qualitative office, where she provides strategic oversight and support for all elements of qualitative research. Dr. Rodriguez has two decades of leadership experience in the public and non-profit sectors, where she designed, implemented and lead community based and city-wide social service and education programs, researched and planned best-practice models, and collected and analyzed data to inform the development and expansion of education and social service programs.
Adam Schott, Director of Policy	Strategic oversight of policy research	Adam is a former Executive Director of the nation's largest P-16 State Board of Education and director of several cross-state evaluations of educational policy reform efforts. He also oversees all of RFA's policy research and communications.
Kate Shaw, Executive Director	Project-wide strategic oversight	Since 2009 Dr. Shaw has served as RFA's Executive Director, and has overseen a fourfold growth in the organization and a rapid expansion into large-scale state and national research and evaluation projects. Prior to joining RFA, she served as Deputy Secretary of Postsecondary and Higher Education in the Pennsylvania Department of Education.
John Sludden, Policy Analyst	Policy research	Mr. Sludden is an experienced policy analyst who has played a critical role on several multi-state policy research projects. He also worked in the Legislative Affairs office at the Pennsylvania Department of Education.
Marvin Barnes, Research Assistant	Quantitative research	Mr. Barnes is an experienced survey researcher, with particular expertise in survey development, administration, and management of data.
<b>Center for Assessment</b>		
Scott Marion, Associate Director	Quantitative research	Dr. Marion is an expert in research on developing and implementing reform-based educator evaluation systems and designing validity evaluations. He will be involved in the survey development, survey analysis, and artifact collection and analysis.
Pete Goldschmidt, Senior Associate	Quantitative research	Dr. Goldschmidt has extensive methodological expertise in teacher evaluation work and will be responsible for the survey design and artifact analysis for this study. Prior to his position at the Center for Assessment, he was senior researcher for the National Center for Research on Evaluation, Standards, and Student Testing (CRESST) at UCLA.
<b>Operation Public Education</b>		
Claire Robertson- Kraft, Associate Director	Qualitative and quantitative research	Dr. Robertson-Kraft is currently leading a study of the Delaware Talent Cooperative and has conducted teacher evaluation work in Aldine, Texas. She will be responsible for conducting site visit field work, and will also contribute to the development of the statewide survey.



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- <sup>xv</sup> Goldhaber, D., DeArmond, M. & DeBurgomaster, S. (2007). *Teacher attitudes about compensation reform: Implications for reform implementation* (Working Paper 20). Seattle, WA: Center on Reinventing Public Education.
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## Appendix A: Research Design Matrix

Table A1. Alignment of research focus areas, data collection, and analysis methodology

RESEARCH QUESTION FOCUS AREAS	STATEWIDE SURVEY	POLICY SCAN	SITE VISITS	ARTIFACT ANALYSIS	TEACHER OUTCOMES	STUDENT OUTCOMES	METHODOLOGY
<b>Evaluation Goal 1: Determine the perceived utility and value of the DPAS-II system</b>							
<b>State policies and regulations</b> (Perceived utility/value of state policy and regulations; recommendations for improvement.)	x	x	x				<p>Conduct scan of state policy and related DDOE/TLEU reports to inform the creation of the statewide survey of administrators, specialists, and teachers. Integrate related questions into site visit interview and focus group protocols.</p> <p>Use multilevel modeling to estimate the effects of school and teacher characteristics on the perceived utility and value of the DPAS-II system.</p>
<b>DPAS-II components, processes and tools</b> (Perceived utility, value, and fairness of the components, processes, and tools in the DPAS-II system, including school-level variation in implementation.)	x	x	x	x			<p>Integrate questions into the statewide survey of administrators, specialists, and teachers. Integrate related questions into site visit interview and focus group protocols.</p> <p>Examine district/LEA artifacts (e.g., educator goals and plans, teacher observations materials, teacher performance ratings and rubrics) related to school-level variation in implementation.</p> <p>Use multilevel modeling to estimate the effects of school and teacher characteristics on the perceived utility and value of the DPAS-II system</p>
<b>Evaluation Goal 2: Study the implementation of DPAS-II</b>							
<b>DPAS-II implementation support structures</b> (Timeliness, quality and value of state and district-level implementation support structures, including trainings and professional development.)	x		x	x			<p>Conduct interviews with key state stakeholders about implementation support efforts at the state level, which will inform the creation of related questions in the statewide survey and site visit interview and focus group protocols. Artifact analysis will examine district/LEA artifacts (e.g. teacher formative feedback mechanisms) related to implementation support structures.</p> <p>Use multilevel modeling analyses to determine where DPAS works (i.e., where it is implemented well and where DPAS-II is a good predictor of student outcomes).</p>
<b>Stakeholder engagement and collaboration</b> (Perceptions of state and district-	x		x	x			<p>Conduct interviews with key state stakeholders about buy-in and engagement efforts at the state level, which will inform the creation of related questions in the statewide survey and case study interview and focus group protocols. Artifact</p>



RESEARCH QUESTION FOCUS AREAS	STATEWIDE SURVEY	POLICY SCAN	SITE VISITS	ARTIFACT ANALYSIS	TEACHER OUTCOMES	STUDENT OUTCOMES	METHODOLOGY
level efforts to gain buy-in and engagement on DPAS-II implementation.)							analysis will examine district/LEA artifacts related to stakeholder engagement.  Use multilevel modeling analyses to determine where DPAS works (i.e., where it is implemented well and where DPAS-II is a good predictor of student outcomes).
<b>DPAS-II related technology and data systems</b> (Utility and value of district DPAS-II technology and data systems)	x		x	x			Include questions about district data systems in the statewide survey and case study interview and focus group protocols. Artifact analysis will examine district/LEA artifacts related to technology and data systems.
<b>Promising practices in DPAS-II implementation</b> (Innovative practices, approaches, and strategies from districts/LEAs, including tools, processes, and practices.)	x		x	x	x	x	Conduct case studies at three district/LEA sites. Analysis will involve identifying sources of school-level variation in DPAS-II implementation, as well as innovative practices and approaches. We will also assess alignment of findings to other data sources (e.g., TELL survey). Artifact analysis will involve district documents, as well as results from state monitoring visits.
<b>Evaluation Goal 3: Determine the outcomes resulting from DPAS-II implementation</b>							
<b>Outcomes of the DPAS-II system</b> (Impact on professional growth, quality assurance, student achievement, school culture, professional development)	x	x	x	x	x	x	Conduct interviews with key state stakeholders and review state policy documents regarding goals for student outcomes at the state level, which will inform the creation of related questions in the statewide survey and site visit interview and focus group protocols.  Use multilevel modeling to estimate the effects of school and teacher characteristics on the effects of DPAS-II implementation and DPAS-II scores on student achievement and retention rates (or other student outcomes).



## Appendix B: Technical Appendix for Multi-Level Modeling

In this appendix we provide a detailed discussion of the multi-level models that we will use for each of the three different outcomes of interest: opinions of DPAS-II, the degree of implementation of DPAS-II, and student outcomes for the statewide analysis.

In our analysis of the opinions of DPAS-II and indicators of effective implementation of DPAS-II we will examine  $n$  sets of multilevel models, one for each of the  $n$  outcomes ( $Y_z$ ).  $Y$  is a vector of  $n$  indicators of opinions of the utility and value of DPAS-II and measures of effective implementation of DPAS-II. For each of these outcomes we will estimate a cross-sectional three-level unconditional model that partitions the unconditional variation in each of the outcomes ( $Y_z$ ):

$$Y_{ijkz} = \pi_{0jk} + e_{ij}, \quad e_{ij} \sim (N0, \sigma^2), \quad (1)$$

where  $Y_{ijkz}$  is the outcome  $z$  (a measure of the opinion or utility of DPAS-II or a measure of implementation) for teacher  $i$  within school  $j$  in district  $k$ ;  $\pi_{0jk}$  is the mean outcome of  $j$  in district  $k$ . The between school model is:

$$\pi_{0jk} = \beta_{00k} + r_{0jk}, \quad r_{0jk} \sim (N0, \tau_{00}) \quad (2)$$

which indicates that school  $j$ 's outcome is a function of District  $k$ 's mean,  $\beta_{00k}$ , and a unique teacher effect,  $r_{0jk}$ . This unique effect represents unique potential implementation effects due to school  $j$ . The between district model is:

$$\beta_{0jk} = \gamma_{000} + u_{00k}, \quad u_{00k} \sim (N0, \tau_{00}) \quad (3)$$

which indicates that district  $k$ 's mean,  $\gamma_{000}$ , is a function of the overall district mean and a unique district effect,  $u_{00k}$ . Equations (1), (2), and (3) allow us to estimate the amount of variation between and teachers within districts and between districts for each outcome  $Y_z$ .

Next we will estimate a multilevel model with teacher, school, and district covariates with only random effects at the intercepts for each outcome  $Y_z$ . See equations 4-6 below:

$$Y_{ijkz} = \pi_{0jk} + \pi_{1jk}(T) + e_{ij}, \quad e_{ij} \sim (N0, \sigma^2), \quad (4)$$

where  $Y_{ijkz}$  is the outcome  $z$  (a measure of the opinion or utility of DPAS-II or a measure of degree of implementation) for teacher  $i$  within school  $j$  in district  $k$ ;  $\pi_{0jk}$  is the mean outcome of  $j$  in district  $k$ . The between school model is:

$$\begin{aligned} \pi_{0jk} &= \beta_{00k} + \beta_{01k}(\text{Sch}) + r_{0jk}, \quad r_{0jk} \sim (N0, \tau_{00}) \\ \pi_{1jk} &= \beta_{10k}, \end{aligned} \quad (5)$$

which indicates that school  $j$ 's outcome is a function of District  $k$ 's mean,  $\beta_{00k}$ , school covariates( $\text{Sch}$ ), and a unique teacher effect,  $r_{0jk}$ . The between district model is:



$$\begin{aligned}
\beta_{00jk} &= \gamma_{000} + \gamma_{100} (D) + u_{00k}, & u_{00j} &\sim (N0, \tau_{00}) \\
\beta_{01jk} &= \gamma_{001} \\
\beta_{10jk} &= \gamma_{010}
\end{aligned} \tag{6}$$

which indicates that district  $k$ 's mean,  $\gamma_{000}$ , is a function of the overall district mean, District covariates, and a unique district effect,  $u_{00k}$ .

Next we will test if there are random effects for the slopes of the teacher level and school level covariates. This will examine if the effect of a teacher covariate varies by school or district or if the effect of school covariates varies by district. We will test for random effects one variable at a time due to the difficulty of estimating a complex model with multiple random effects in a large data set. If there are random effects for every teacher covariate at the school level ( $r_{1jk}$ ) and at the district level ( $u_{10j}$ ) and random effects for the school level covariates ( $u_{01j}$ ) our model can be described by the equations (7), (8), and (9):

$$Y_{ijkz} = \pi_{0jk} + \pi_{1jk} (T) + e_{ij}, \quad e_{ij} \sim (N0, \sigma^2), \tag{7}$$

where  $Y_{ijkz}$  is the outcome  $z$  (a measure of the opinion or utility of DPAS-II) for teacher  $i$  within school  $j$  in district  $k$ ;  $\pi_{0jk}$  is the mean outcome of  $j$  in district  $k$ . The between school model is:

$$\begin{aligned}
\pi_{0jk} &= \beta_{00k} + \beta_{01k} (Sch) + r_{0jk}, & r_{0jk} &\sim (N0, \tau_{00}) \\
\pi_{1jk} &= \beta_{10k} + r_{1jk}, & r_{1jk} &\sim (N0, \tau_{00})
\end{aligned} \tag{8}$$

The between district model is:

$$\begin{aligned}
\beta_{00jk} &= \gamma_{000} + \gamma_{000} (D) + u_{00k}, & u_{00j} &\sim (N0, \tau_{00}) \\
\beta_{01jk} &= \gamma_{001} + u_{01k}, & u_{01j} &\sim (N0, \tau_{00}) \\
\beta_{10jk} &= \gamma_{010} + u_{10k}, & u_{10j} &\sim (N0, \tau_{00})
\end{aligned} \tag{9}$$

Next we will examine if a more parsimonious model with only a subset of covariates better fits the data. Model selection will be done from lowest to highest level (Raudenbush and Bryk, 2002). Parsimony and goodness of fit statistics, such as BIC and AIC (Snijders and Bosker, 1999; Raudenbush and Bryk, 20002) are used to assess and select the final model.

After qualitative interviews with the DDOE, key stake holders, administrators, and teachers we will identify and estimate relevant slope-as-outcomes analyses. For example district level professional development (PD) might influence teacher level knowledge of DPAS-II (K) which in turn might influence the outcome of opinions of DPAS-II or the effectiveness of implementation of DPAS-II. Equations 10, 11, and 12 illustrate this slopes as outcomes analysis of the effect of professional development on the slope of the effect of knowledge of DPAS-II. In this model, we are assuming only random effects for the intercept, the PD and the K variables.



In the final model there might be additional random effects included based on the tests described above.

$$Y_{ijk} = \pi_{0jk} + \pi_{1jk} (K) + \pi_{2jk} (T) + e_{ij}, \quad e_{ij} \sim (N0, \sigma^2), \quad (10)$$

where  $Y_{ijk}$  is the outcome (a measure of the opinion of DPAS-II) for teacher  $i$  within school  $j$  in district  $k$ ;  $\pi_{0jk}$  is the mean outcome of  $j$  in district  $k$ . The between school model is:

$$\begin{aligned} \pi_{0jk} &= \beta_{00k} + \beta_{01k} (\text{Sch}) + r_{0jk}, & r_{0jk} &\sim (N0, \tau_{00}) \\ \pi_{1jk} &= \beta_{10k} + r_{1jk}, & r_{1jk} &\sim (N0, \tau_{00}) \\ \pi_{2jk} &= \beta_{20k} \end{aligned} \quad (11)$$

The between district model is:

$$\begin{aligned} \beta_{00k} &= \gamma_{000} + \gamma_{000} (\text{PD}) + \gamma_{000} (\text{D}) + u_{00k}, & u_{00k} &\sim (N0, \tau_{00}) \\ \beta_{01k} &= \gamma_{000} \\ \beta_{10k} &= \gamma_{000} (\text{PD}) + u_{00k}, & u_{00k} &\sim (N0, \tau_{00}) \\ \beta_{20k} &= \gamma_{000} \end{aligned} \quad (12)$$

If our qualitative work suggests that both average teacher characteristics at the school and district level have an influence on the outcomes studied in addition to individual teacher characteristics at the teacher level, we will model the relevant teacher variable as a deviation from the school mean at the teacher level, as deviations from the district mean at the school level, and as district means at the district level. The necessity of using deviations from the group mean and the need to look at the influence of a single variable at multiple levels will be determined after our qualitative study develops a working theory of the key processes that influence the opinions of DPAS-II and the implementation of DPAS-II.

For student level outcomes at time  $t$  we will model the effects of DPAS-II scores at time  $t-1$ . The logic of the multilevel modeling will be same as above but the levels of analysis will be students nested within teachers nested within schools instead of teachers nested within schools nested within school districts.

### References:

- Raudenbush, S. W., & Bryk, A. S. (2002). *Hierarchical linear models: Applications and data analysis methods* (2<sup>nd</sup>. Ed.). Thousand Oaks, CA: Sage.
- Snijders, T. A. B., & Bosker, R. J. (1999). *Multilevel analysis: An introduction to basic and multilevel modeling*. London: Sage.



## Appendix C: Relevant Experience of Evaluation Team

### Research for Action

Several recent projects illustrate RFA's expertise in complex, state-level education policy evaluations directly relevant to this research. Data collection tools and products developed for these projects provide evidence of RFA's qualifications for this research.

- **Analysis of Budget Trends in Pennsylvania School Districts.** In partnership with the Pennsylvania Association of School Administrators (PASA) and Pennsylvania Association of School Business Officials (PASBO), RFA has designed, administered and analyzed an ongoing survey of all 500 school districts in the Commonwealth; the survey is deployed twice a year to gauge trends in spending and budget cuts and their impact on academic programs, services and extracurricular activities. (<http://www.pasa-net.org/BudgetReport6-5-14.pdf>)
- **Survey of Alternative Teacher Certification Program Participants.** As a subcontractor to the Mid-Atlantic Comprehensive Center (MACC), RFA has worked with the New Jersey Department of Education to develop and administer their first online, statewide survey of teachers participating in alternative certification training across the state; analysis of the survey results is ongoing.
- **Gates Foundation College-Ready Work.** RFA has entered its fourth year of examining the contexts and conditions necessary for states to adopt, scale and sustain key reform elements of the Common Core State Standards (CCSS). This work utilizes a broad range of both qualitative and quantitative data drawn from multiple states, and the opportunity to partner with organizations that are working directly with states (SCALE, WestEd, Center for Assessment, Measured Progress).

**Skill in writing for policy audiences.** With several former policymakers in leadership positions and a strong, effective Communications Office, RFA is skilled in the delivery of information and strategic advice that is clear and relevant to policy audiences. For example, our PACER initiative



(Pennsylvania Clearinghouse for Educational Research) is designed to provide policymakers with timely, succinct, and understandable summaries of existing research on emerging legislative agendas. PACER briefs have been lauded by policymakers on both sides of the aisle and have been extensively cited by state and national media outlets. Further, two of our PACER briefs have focused on teacher evaluation policy and implementation research.

<http://www.researchforaction.org/wp-content/uploads/2014/01/RFA-PACER-Brief-on-Teacher-Eval-Jan-2014.pdf>

### **Center for Assessment**

The National Center for the Improvement of Educational Assessment, Inc. (The Center for Assessment) seeks to improve the educational achievement of students by promoting improved practices in educational assessment and accountability. The Center also seeks to develop and disseminate broadly policies and practices that will improve educational assessment and accountability.

- **Design and Implementation of Teacher Evaluation Systems.** The Center has led or served as lead technical consultants in the design and implementation of teacher evaluation systems in Colorado, Rhode Island, New Hampshire, Hawaii, New Mexico, and Wyoming. Center staff also lead the educator evaluation technical advisory committees for Georgia, Pennsylvania, and Hawaii, as well as serving on such committees in Delaware; Florida, Chicago and Los Angeles. Scott Marion was a National Research Council committee member that produced the widely recognized monograph, *Getting Value out of Value-Added* (<http://www.nap.edu/catalog/12820/getting-value-out-of-value-added-report-of-a-workshop>).
- **Teacher Evaluation System Validation.** The Center has deep experiences in developing approaches for and actually carrying out evaluations of educator evaluation systems. Center staff developed a comprehensive framework to support the validation of educator effectiveness systems, and the Center has also participated in several evaluations of teacher evaluation systems and policies such as the psychometric examination of NYC's



Measures of Student Learning and the Education Trust-West evaluation of Los Angeles Unified School District teacher retention policies, which was based on the analyses conducted by Pete Goldschmidt.

The Center for Assessment is widely recognized for its efforts in designing and implementing approaches for educator evaluation for teachers in the “non-tested subjects and grades” and has produced several guides and papers related to this effort, including the often-cited SLO Toolkit (<http://www.nciea.org/slo-toolkit/>). For more Center publications, see <http://www.nciea.org/publications-2/>.

### **Operation Public Education**

Operation Public Education at the University of Pennsylvania (Penn) works with states and school districts to help them implement new approaches for evaluating, rewarding, and supporting educators to improve the quality of classroom instruction. Several recent projects illustrate OPE’s expertise in complex, district- and state-level education policy design and research evaluation.

- **OPE’s Framework and Book.** In 2009, Dr. Hershberg and Dr. Robertson-Kraft co-edited *A Grand Bargain for Education Reform: New Rewards and New Supports for New Accountability*, which was a compilation of chapters written by leading experts in the realm of teacher evaluation– e.g., William Sanders from SAS on value-added assessment and Charlotte Danielson from the Danielson Group on teacher observation frameworks. This book was supplemented with a website where practitioners and researchers could access additional resources and case studies on issues related to human capital systems, including evaluation system design and implementation.  
[http://www.cgp.upenn.edu/A\\_Grand\\_Bargain/](http://www.cgp.upenn.edu/A_Grand_Bargain/)
- **Lead Evaluator of Aldine ISD’s INVEST.** OPE is entering its fourth year as the lead evaluators of the Aldine Independent School District’s new teacher evaluation system, INVEST. Dr. Robertson-Kraft’s dissertation research focused on the impact and



implementation of the new teacher evaluation system in Aldine ISD. In particular, it examined several critical areas – teachers’ and administrators’ perceptions of new systems collected through a district survey (including perceptions of evaluation reform and school working conditions), the impact of these systems on teachers’ motivation, effectiveness, and retention, and key factors influencing policy implementation.

[http://www.cgp.upenn.edu/ope/41\\_alidine.html](http://www.cgp.upenn.edu/ope/41_alidine.html)

- **Evaluation of the Delaware Department of Education (DDOE) Talent Cooperative Initiative.** OPE is working with the DDOE to gather information on teachers’ and schools’ participation in the Talent Co-Op, as well as the implementation process. OPE will use mixed methods analysis using both qualitative and quantitative data to understand the kind of technical assistance that was necessary to build capacity to implement the system with both quality and integrity, as well as examine the implementation and impact of the Co-Op.



## Appendix D: Staff CVs

### ADAM SCHOTT

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Director of Policy Research • Research for Action • 100 South Broad Street • Suite 700  
Philadelphia, PA 19110 • email • [aschott@researchforaction.org](mailto:aschott@researchforaction.org) • phone • 267-295-7761

### EDUCATION

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Ed.M., Harvard University  
Education Policy and Management, 2007

B.S., Pennsylvania State University  
Secondary Education, 2002

### PROFESSIONAL EXPERIENCE

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#### Research for Action

Director of Policy Research

May 2011-present

Plays lead role in evaluation, strategic advising, and state policy initiatives for independent, nonprofit, nonpartisan education research firm. Supports Executive Director in developing proposals and evaluation strategies for a broad range of clients, including regional and national foundations and fellow nonprofits. During FYs 2011-12 and 2012-13, authored or co-authored four successful proposals that align with RFA's mission, diversify its client base, and strengthen organizational capacity with more than \$1.5 million in new revenue. Partners with communications staff to extend the reach of RFA research through stakeholder and media engagement, including publication of research-based commentary pieces in major daily newspapers.

#### Pennsylvania Department of Education

Executive Director, Pennsylvania State Board of Education

2009-2011

Directed communications, operations, and policymaking of the nation's largest state board of education, which has broad authority to review, formulate, and adopt academic policies for the state's 500 districts and approximately 1.8 million public school students. Conducted research and provided analysis to support development of reforms and actions via the Board's nine standing committees and two councils. Coordinated with the Department of Education, Governor's Office, General Assembly, and diverse stakeholder organizations to ensure promulgation of Board policies, including enactment of a statewide voluntary model curriculum, higher standards for approval of alternative teacher certification programs, and adoption of the Common Core State Standards—the first revision to the state's English and mathematics standards since 1999. Restructured staffing and operations for greater effectiveness while reducing expenses by 21 percent.



Special Assistant

2008-2009

Advised the agency's Executive Deputy Secretary on legislative affairs, internal and external communications, coalition-building, and agency-level project management including a statewide effort to strengthen high school curriculum and graduation requirements. Developed proposal that secured \$1 million grant from a consortium of national funders to support a public dialogue on college-readiness initiatives. Served as liaison between the Department and 31 diverse school districts across six counties. Directed Commonwealth task force that examined contracting practices and use of mandate waivers in school construction projects.

Director, Office of Government Relations

2005-2006

Served as the chief liaison between the Department of Education and members and staff of the General Assembly. Collaborated with Department legal, policy, and program staff on the development of legislative testimony and amendments to legislation. Led Department's efforts in 2006 School Code omnibus negotiations. Served on workgroup convened by the University of Pittsburgh's Institute of Politics to examine academic and fiscal challenges confronting Pittsburgh Public Schools. Coordinated with legislators on the Department's interventions in struggling school districts.

Legislative Aide

2003-2005

Served as the chief liaison between the Department of Education and members and staff of the General Assembly. Collaborated with Department legal, policy, and program staff on the development of legislative testimony and amendments to legislation. Led Department's efforts in 2006 School Code omnibus negotiations. Served on workgroup convened by the University of Pittsburgh's Institute of Politics to examine academic and fiscal challenges confronting Pittsburgh Public Schools. Coordinated with legislators on the Department's interventions in struggling school districts.

#### **Massachusetts Business Alliance for Education**

Assistant Director

2007-2008

Supported managing director and board of directors in representing the state's employer community in education policy discussions with state lawmakers and partner organizations. Managed development efforts, including grant research and writing, outreach to prospective corporate partners and funders, and staff support for MBAE development committee.

### **SELECTED SERVICE**

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Chairman, London Grove Township Vacancy Board

2002-2004



## KATHLEEN M. SHAW, Ph.D.

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**Executive Director • Research for Action • 100 S. Broad Street, Philadelphia, PA 19110**  
**email • [kshaw@researchforaction.org](mailto:kshaw@researchforaction.org) • phone • 267-295-7760**

Kate Shaw has studied and participated in the development and implementation of educational policy at the institutional and state level for over 20 years. She has particular expertise in K-16 state-level educational policy, and has published extensively on issues of postsecondary college access and success for disadvantaged students. Prior to her arrival at RFA, Dr. Shaw served as Deputy Secretary for Postsecondary and Higher Education in the Pennsylvania Department of Education, where she was responsible for developing and implementing policy designed to strengthen the K-16 educational pipeline. She was also a faculty member and Chair of the Department of Educational Leadership and Policy Studies at Temple University.

### EDUCATION

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Ph.D., University of Michigan  
Education, 1990

B.A., Colby College, Waterville, ME  
English and American Studies, 1984

### PROFESSIONAL EXPERIENCE (SELECTED)

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#### **Research for Action**

Executive Director

December 2009 – Present

Provides leadership and strategic direction for RFA, an independent educational research organization focused on using research to improve educational equity and student outcomes in the K-16 pipeline.

#### **Pennsylvania Department of Education**

Deputy Secretary

January 2007-December 2009

Special Assistant to the Secretary of Education

September 2006-December 2006

Provided leadership and strategic direction for all postsecondary activities in the Pa. Department of Education, with a particular emphasis on increasing college access by creating an affordable and efficient pipeline to postsecondary education.

#### **Temple University**

Chair, Department of Educational Leadership and Policy Studies

2005-2006

Associate Professor, Urban Education

2001-2006

Program Coordinator, Urban Education

2004-2005

Assistant Professor, Urban Education

1996-2001



## **SCHOLARSHIP (SELECTED)**

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Shaw, K.M. and Heller, D. M., Eds. (2007). Analyzing State-Level Higher Education Policy: Challenges and Possibilities. Stylus Publications, Key Issues in Higher Education Series.

Shaw, K.M., Rab, S.Y., Mazzeo, C., and Jacobs, J. (2006). Putting Poor People to Work: How the Work-First Idea Affects College Access for the Poor. Russell Sage Foundation Press. July, 2006.  
*\*Finalist, C. Wright Mills Award, American Sociological Association.*



## **Daniel A. Long, Ph.D.**

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Senior Research Associate • Research for Action • 100 S. Broad Street, Philadelphia, PA 19110  
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Daniel A. Long has 18 years of experience conducting quantitative research of educational policy, social inequality, and demographic topics in the U.S. and internationally. Before joining Research for Action he taught educational policy, methods, and statistics courses at Wesleyan University as an Assistant Professor of Sociology. He has worked as a researcher for the Center for Demography at the University of Wisconsin-Madison and as a statistical and methodological consultant for universities, school districts, and non-profits. He has expertise in quantitative and qualitative social science methodologies with a focus on modeling student achievement growth overtime, multilevel modeling, and value added modeling. He has used quantitative methods to study the effects of engaged classroom discussion on student achievement, the effects of authentic pedagogical practices, the effects of increased instructional time, the effects of increased school funding, accountability policies, school competition policies, the effects of early childhood education, and trends in black/white educational inequalities. He recently completed a global study of the effects of instructional time, competition, accountability, and incentive policies on 500,000 in 64 countries.

## **EDUCATION**

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Ph.D., University of Wisconsin-Madison  
Sociology of Education, 2006

M.S., University of Wisconsin-Madison  
Sociology, 2001

B.A., Swarthmore College  
Economics, 1996

## **PROFESSIONAL EXPERIENCE**

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### **Research for Action**

Senior Research Associate

January 2015-present

Expertise in quantitative research such as experimental methods, quasi-experimental methods, survey design, multilevel modeling, growth curve modeling, and event history analysis. Helps develop research proposals, conduct quantitative analysis, and train staff.

### **Wesleyan University**

Assistant Professor, Department of Sociology

August 2006-December 2014

Founded the Wesleyan National Survey Center and Governing Board of the Quantitative Analysis Center. Taught methods, sociology of education, educational policy, introduction to sociology, race and ethnicity, sociology of economic change, and statistics classes.



## **University of Wisconsin-Madison, Department of Sociology**

Lecturer	2002-2005
Teaching Assistant	2001-2002
Project Assistant	1996-2000

## **Consultant**

Educational and Methodological Consultant	2006-present
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Designed experimental and quasi-experimental evaluation strategies for Child Trends, Washington, D.C. Evaluated teacher evaluation programs for Hamden, CT and Madison, CT school districts and the Connecticut Education Association, Hartford, CT. Helped Yale Divinity School design a survey of local congregations, New Haven, CT. Quasi-experimental research on the effects of early childhood education for the Wisconsin Center for Educational Research, Madison, WI.

## **Workers' Rights Consortium (WRC)**

Co-founder, Governing Board Member, Researcher	2000-2002
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Helped found the WRC, a non-profit organization that monitors apparel factories world-wide. Helped draft by-laws and investigative protocols. Helped hire first executive director. Research in Mexico and Honduras. Represented the WRC in numerous presentations to Colleges and Universities around the country.

## **Madison Community Cooperatives (MCC)**

President	2000-2002
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MCC is a federation of housing cooperatives with 200 members, twelve houses, and two million dollars in equity. MCC has a mission to provide housing to minorities and low-income families. Ran executive meetings and helped coordinate board meetings. Hired and oversaw staff, monitored budgets, facilitated meetings, bought and sold property, and had fiduciary responsibility.

## **Drew Middle School, South-Central Los Angeles**

Bilingual Math and Science Teacher	1994-1996
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## **SCHOLARSHIP**

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### **Published Articles and Chapters**

Long, Daniel A. "School Resources and Student Achievement in Latin America: A Non-Linear Model of School Effects" (2014). International Journal of Educational Development. (Accepted for Publication) (Peer Reviewed Journal)

Long, Daniel A. "Cross-National Educational Inequalities and Opportunities to



Learn: Conflicting Views of Instructional Time" (2014). *Educational Policy*. 28(3):351-192. (Peer Reviewed Journal)

Long, Daniel A., Sean Kelly, and Adam Gamoran. "Whither the Virtuous Cycle: Past and Future Trends in Black-White Inequality in Educational Attainment" (2012). *Social Science Research*. 41(1):16-31 (Peer Reviewed Journal)

Desimone, Laura and Daniel A. Long. "Teacher Effects and the Achievement Gap: Do Teacher and Teaching Quality Influence the Achievement Gap Between Black and White and High- and Low-SES Students in the Early Grades?" (201). *Teachers College Record*. 112(12). (Peer Reviewed Journal).

Gamoran, Adam and Daniel A. Long. "Equality of Educational Opportunity: A 40- Year Retrospective." p.23-47. in *Education and Equity: International Perspectives on Theory and Policy* by Richard Teese, Stephen Lamb, and Marie Duru-Bellat eds. Melbourne: Springer/Kluwer. (2007) (Invited Submission)

Nystrand, Martin, Lawrence L. Wu, Adam Gamoran, Susie Zeiser, and Daniel A. Long. "Questions in Time: Investigating the Structure and Dynamics of Unfolding Classroom Discourse" (2003). *Discourse Processes* 35(2): 135–198. (Peer Reviewed Journal)

Wu, Lawrence L., Steven P. Martin, and Daniel A. Long. "Comparing Data Quality of Fertility and First Sexual Intercourse Histories" (2001). *Journal of Human Resources* 36(3): 520–555. (Peer Reviewed Journal)

### Articles in Progress

Long, Daniel A. and Catherine Doren\*. "Educational Markets from a Global Perspective: Efficiency or Stratification?" (2013)

Long, Daniel A. "Accountability, Testing, and Academic Achievement in Comparative Perspective: A Test of the Global Educational Reform Movement Model." (2013)

Long, Daniel A., Adam Gamoran, Robert D. Mare, and Lynne Bethke. "Effects of Nonmaternal Child Care on Inequality in Cognitive Skills." (2013)

Long, Daniel A., Rebecca Coven(\*), and Shivani Kochhar(\*). "The Rich Get an Education and the Poor Get Time: A Cross-Classified Growth Curve Model of Instructional Time and the Academic Achievement Gap in Elementary Schools". unpublished manuscript. (2013)

Long, Daniel A., Clara Peretz(\*). "The Effects of Accountability and Incentives Under No Child Left Behind: A Study of Top Down and Bottom Up Assessment Policies." unpublished manuscript. (2013)

Long, Daniel A. "Decentralization and Education in Latin America: The Effects of School Autonomy and Private Schools on Academic Achievement. " unpublished manuscript. (2012).



Long, Daniel A., Madeline Weiss(\*), and Daniel Mendelsohn(\*). "Private Schools and Academic Achievement in Comparative Perspective" unpublished manuscript. (2010)

Long, Daniel A., Aaron Truchil(\*), and Daniel Mendelsohn(\*). "Social Mobility and Occupational Change from 1972-2006" unpublished manuscript. (2008)

Long, Daniel A. "The Penguin Rebellion: The Nation Wide High School Student Strikes to Improve Education in Chile from 2006-2008" research in progress. (2008)

### Selected Presentations

2013 Long, Daniel A., Rebecca Coven(\*), and Shivani Kochhar(\*). "Instructional Time and the Academic Achievement Gap in Elementary Schools: A Cross-Classified Growth Curve Model". American Educational Research Association Conference. San Fransisco, CA.

2013 Long, Daniel A., Clara Peretz(\*). "The Effects of Accountability and Incentives Under No Child Left Behind: A Study of Top Down and Bottom Up Assessment Policies". American Educational Research Association Conference. San Fransisco, CA.

2013 "Accountability, Testing, and Academic Achievement in Comparative Perspective". Comparative and International Education Society Annual Conference. New Orleans.

2012 Long, Daniel A. and Catherine Doren(\*). "Educational Markets, Testing, Accountability, and Academic Achievement in Comparative Perspective". International Sociological Association- Stratification Section (RC28)Conference. Hong Kong, China.

2012 Long, Daniel A. and Catherine Doren(\*). "School Choice and Academic Achievement in Comparative Perspective" American Educational Research Association Conference. Vancouver, Canada.

2012 Long, Daniel A. and Catherine Doren(\*). "School Choice and Academic Achievement in Comparative Perspective ". Eastern Sociology Society. New York, New York.

2010 "Decentralization and Educational Inequalities in Comparative Perspective." International Sociological Association – Stratification Section (RC28) Conference. Haifa, Israel.

2010 "School Choice in Chile from 1980-2008: The Role of Selection, Peer Effects, Competition, and School Reform" American Educational Research Association Conference. Denver, CO.

### SELECTED SERVICE

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2014	Award for Outstanding Reviewer for <i>Sociology of Education</i>
2007-present	Reviewer for <i>Sociology of Education</i> , the <i>American Sociological Review</i> , the <i>American Journal of Sociology</i> , <i>Social Science Researcher</i> , <i>Educational Evaluation and Policy Analysis</i> journal, the <i>Comparative</i>



2006-present	<i>Education Review</i> , and the American Educational Research Association Conference Paper Selection Committee
2000-2003	Board member, Nehemiah Housing Authority Labor Licensing Policy Committee Member, University of Wisconsin- Madison
1998-1999	Governing Board Member, Rainbow Bookstore Cooperative

## COMPUTER SKILLS

Statistical Packages	Fluent in Stata, HLM, R, Rate, and SAS; Experience with SPSS, AMOS, and LISREL; Knowledge of M-Plus.
Operating Systems	Fluent with Unix, Linux, and Windows Operating Systems. Experience with Macintosh systems.
Programming	Fluent in Perl, PASCAL, UNIX batch programming, and FORTRAN; Experience with Python, PHP, CGI scripts, and creating interactive Web pages; Knowledge of big data Hadoop and MapReduce tools.
Other	Fluent in Emacs, Word, Excel, PowerPoint, TeX, LaTeX; Knowledge of GIS.

## HONORS, GRANTS, and FELLOWSHIPS

2014	Award for outstanding reviewer for Sociology of Education
2014	Quantitative Analysis Center Summer Research Assistant Grant to hire one researchers. An additional student worked as an unpaid intern. \$4,000.
2013	Quantitative Analysis Center Summer Research Assistant Grant and 2013 Internship Grant, and 2013 Internship Grant. Wesleyan University. Gathered funds from two different grants to hire two student researchers. Two additional students worked as unpaid interns. \$8,000.
2013	Center for the Study of Public Life Grant. Wesleyan University. Funding for the Wesleyan National Survey. Submitted by: Daniel Long (SOC), Erika Franklin Fowler (GOVT), and Manolis Kaparakis (QAC) \$7,000.
2012	Quantitative Analysis Center Summer Research Assistant Grant, 2012 Project Grant, 2012 Internship Grant, and 2013 Internship Grant. Wesleyan University. Gathered funds from four different grants to hire three student researchers. \$12,000.
2011	Quantitative Analysis Center Summer Research Assistant Grant. Wesleyan University. Funding to hire one student researcher. \$4000.
2010	Center for the Study of Public Life Grant. Wesleyan University. Funding implement the Wesleyan National Survey. Submitted by: Daniel Long (SOC), Erika Franklin Fowler (GOVT), and Manolis Kaparakis (QAC) \$10,000.



- 2010 Quantitative Analysis Center Summer Research Assistant Grant. Wesleyan University. Funding to hire one student researcher. \$3500.
- 2010 Fund for Innovation Grant– Applied Survey Work: A proposal to establish a call center as part QACs survey lab. Submitted by: Erica Chenoweth (GOVT), Douglas Foyle (GOVT), Erika Franklin Fowler (GOVT), Manolis Kaparakis (QAC), Daniel Long (SOC), Rob Rosenthal (SOC). \$35,000.
- 2009 Mentor of the Year Award from the Wesleyan Mellon/Mays Program.
- 2008 Quantitative Analysis Center Summer Research Assistant Grant. Wesleyan University. Funding to hire one student researcher. \$3500.
- 2008 Mellon Summer Research Stipend. Wesleyan University. \$4000 for research and \$3500 for a student research assistant
- 2008 Quantitative Analysis Center Summer Research Assistant Grant. Wesleyan University. Funding to hire one student researchers. \$3500.
- 2007 American Educational Research Association (AERA) Institute on Statistical Analysis for Educational Policy. AERA. Training in Propensity Score Analysis. Competitive grant funded training, travel, and lodging in Chicago, IL.
- 2007 Quantitative Analysis Center Summer Research Assistant Grant. Wesleyan University. Funding to hire two student researchers. \$6400.



## JESSICA K. BEAVER, Ph.D.

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Jessica K. Beaver's research interests include personalized learning and education technology utilization, decision-making in educational organizations, and the impact of performance-based accountability measures on student academic achievement. Prior to RFA, Jessica worked for a member of Congress on education policy and education appropriations issues, where she helped her boss introduce the Achievement through Technology and Innovation (ATTAIN) Act. Before that, Jessica worked for a government relations firm specializing in education and telecommunications advocacy. Jessica received her Ph.D. in the Education Policy program at the University of Pennsylvania and completed the Institute of Education Sciences Pre-Doctoral Fellowship program.

## EDUCATION

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Ph.D. University of Pennsylvania

Education, 2013

Dean's Scholar Fellowship

Institute of Education Sciences (IES) Pre-Doctoral Fellowship

B.A. Cornell University, Ithaca, NY

Government and Spanish Literature, Miner in International Relations, 2003

Phi Beta Kappa

## PROFESSIONAL EXPERIENCE

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### Research for Action

Research Associate

September 2013-present

Conducts qualitative fieldwork and analysis for a variety of RFA projects. Examples include a Gates Foundation study of community college placement policy, and a project with the Hope Street Group to examine teacher attitudes toward state policy initiatives in Kentucky. Conducts policy analysis and contributes to policy briefs pertaining to statewide education policy issues in Pennsylvania. Delivers policy presentations and policy briefings in conferences and other events. Serves as Project Director on evaluations and research related to teacher engagement, education technology, and the implementation of the Common Core State Standards.

### Rodel Foundation of Delaware

Graduate Fellow

January 2013-May 2013

Examined the feasibility of creating a teacher advisory group that would advise Rodel, provide a venue for the teacher voice in ongoing policy discussions statewide. Assisted in ongoing organizational efforts on advancing personalized learning, reforming human capital throughout the state of Delaware.



**Project Tomorrow**

Research Assistant

September 2011-September 2013

Assisted CEO directly in the roll-out of a National Science Foundation (NSF) study of middle school math and science teachers' adoption of digital content. Duties included conducting reviews of relevant literature, developing key instruments and measures, and analyzing tools to measure digital readiness.

**Consortium for Policy Research in Education (CPRE)**

Research Assistant

September 2008-May 2013

Assisted CPRE Principal Investigator, Dr. Elliot Weinbaum, on Institute of Education Sciences (IES)- funded study "School Responses to AYP Classification due to Student Subgroups and the Relationship to Student Achievement." Activities included developing study instruments; conducting case study interviews with elementary and secondary principals, teachers, and staff; and qualitative analysis.

**Rep. Lucille Roybal-Allard, U.S. House of Representatives**

Legislative Assistant

September 2005-June 2008

Provided counsel on the Labor-HHS-Education appropriations bill, prepared questions for hearings with U.S. Secretary of Education, drafted floor statements for consideration of appropriations bills, and served as liaison to Congressional Hispanic Caucus on education. Drafted, introduced and managed on behalf of the Congresswoman the Achievement Through Technology and Innovation ("ATTAIN") Act of 2007, a bill to reauthorize the education technology provisions in the No Child Left Behind Act. Worked successfully with Education and Labor Committee staff and House leadership to incorporate ATTAIN Act into comprehensive NCLB reauthorization bill.

**Leslie Harris & Associates**

Senior Policy Associate

June 2003-September 2005

Tracked education legislation on Capitol Hill; contributed to policy papers on topics such as the No Child Left Behind Act and assistive technology.

**PAPER, PUBLICATIONS, PRESENTATIONS**

Beaver, J.K. & Weinbaum, E.H. (In Press). Navigating the data deluge: How schools use state test data to guide efforts for improvement. Educational Policy.  
doi:10.1177/0895904813510774.

Beaver, J.K. (2014, April). Understanding Schools' Search for Improvement Strategies. Paper presented at American Educational Research Association (AERA), Philadelphia, PA.



Beaver, J.K. (2013). "Challenging the assumption of rationality in performance-based accountability systems: A comparative case study of school and district decision-making approaches" (January 1, 2013). *Dissertations available from ProQuest*. Paper AAI3609119.

Beaver, J.K. (2013). Free to decide? Decision-making constraints in schools and districts. Paper presented at American Educational Research Association (AERA), San Francisco, CA.

Weinbaum, E.H., Weiss, M. & Beaver, J.K. (2012). Learning from NCLB: School responses to accountability pressure. CPRE Policy Brief. Philadelphia, Consortium for Policy Research in Education.

Beaver, J.K. & Weinbaum, E.H. (2012). Measuring school capacity, maximizing school improvement. CPRE Policy Brief. Philadelphia: Consortium for Policy Research in Education.

Beaver, J. & Weinbaum, E. (2012, April). Navigating the Data Deluge: How Schools Use State Test Data to Guide Efforts for Improvement. Paper presented at American Educational Research Association (AERA), Vancouver, BC.

Beaver, J.K. & Weinbaum, E.H. (2011, April). "Response to external demand: the role of "capacity" in schools." Paper presented at the annual meeting of the American Educational Research Association, New Orleans.

Beaver, J.K. & Levin, S. (2011, March). "School improvement strategies for economically disadvantaged student subgroups." Poster presented at the annual meeting of the Association for Education Finance and Policy, Seattle.

Korf, J. (2008). The Role of Community Colleges in Combating Poverty. 2008 Association of Community College Trustees Congress Discussion Paper.

## **EDITORIAL RESPONSIBILITIES**

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Reviewer, Education Administration Quarterly

## **PROFESSIONAL MEMBERSHIPS**

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American Educational Research Association  
PhillyCORE Leaders  
South of South Neighborhood Association Economic Development Committee

## **SKILLS**

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SAS, Excel, Stata, R, Atlas.ti



## MARK C. DUFFY

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## EDUCATION

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M.S. Rutgers University, Edward J. Bloustein School of Planning and Public Policy  
Public Policy, 1998

B.A. University of Mary Washington  
American Studies, 1995

## PROFESSIONAL EXPERIENCE

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### Research for Action

Research Associate

September 2010-present

Experienced K-16 educational researcher with particular expertise in multi-site analyses of complex initiatives. Experience includes interaction with high-level clients and stakeholders, as well as project management and leadership in the following projects:

- Research on the development and implementation of placement and diagnostic assessments across states, systems, and community colleges
- Evaluation of college pipeline programs for low-income students
- Research on implementation and scale-up of curricular models aligned with the Common Core State Standards across multiple states and districts
- Management of the evaluation of technical assistance initiatives provided to multiple states on increasing college completion rates
- Development of recommendations on the creation of online tools to support the work of college access organizations
- Contribution to briefs and analyses on education policy issues, including teacher evaluation and performance pay, charter school authorization, school vouchers and alternative teacher certification

### Rodel Foundation of Delaware

Education Policy Consultant

2009-2010

Contributed to the successful Delaware Race to the Top funding application to the United States Department of Education, provided state and national policy analysis, drafted proposals for legislation and regulation and developed materials for the Delaware Education Policy Institute for state legislators.



**Consortium for Policy Research in Education**  
**Teachers College, Columbia University**  
Education Policy Consultant

2008

Provided data analysis and support on the Evaluation of the Children's First Initiative (CFI) in the New York City Public School System.

**National Research Council**  
Education Policy Consultant

2007-2008

Conducted interviews and analysis on state standards approval processes for the Committee on State Standards in Education in preparation for a series of workshops on common academic standards.

**Consortium for Policy Research in Education**  
**University of Pennsylvania**  
Research Consultant

2001-2007

Conducted policy and practice research and analysis on multiple projects, including:

- Evaluation over multiple years of Title I Accountability Systems and School Improvement Efforts (TASSIE) sponsored by the USDOE, part of the National Assessment of Title I
- Research and co-authorship of, "Slow down, you move too fast:" The politics of making changes in high-stakes accountability policies for students (see publications)
- Analysis of the Teachers for a New Era (TNE) project for the Carnegie Corporation
- Compilation of math and science teaching tools for the Merck Institute for Science Education
- Development of state academic standards profiles.

Research Specialist

1998-2001

Conducted research, monitored and analyzed trends and initiatives in standards-based reform at the federal, state, district and school levels through field work, Internet research, document review and interviews. Organized and managed projects with researchers at regional and national policy centers. Reported findings through briefings and publications (see publications). Supervised graduate staff.

## **SCHOLARSHIP**

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## **PUBLICATIONS & REPORTS**

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Rebecca Reumann-Moore and Mark Duffy (December 2013). *Enacting Common Core Instruction: How Intermediate Unit 13 Leveraged its Position as an Educational Service Agency to Implement and Scale the LDC Initiative*. Philadelphia: Research for Action.



Mark Duffy, David Tandberg, Sandra Harrill, James Jack, Elizabeth Park and Kathleen Shaw (August 2013). *From Policy to Practice: Tracing the Development and Implementation of Placement and Diagnostic Assessments across States, Systems, and Community Colleges, Lessons from Florida and Virginia Community Colleges -- Phase 2 Report*. Philadelphia: Research for Action.

Mark Duffy, Adam Schott, James Jack and Elizabeth Park (March 2013). *From Policy to Practice: Tracing the Development and Implementation of Placement and Diagnostic Assessments across States, Systems, and Community Colleges, Analysis of Policy Reforms in Five States -- Phase I Report*. Philadelphia: Research for Action.

Stephanie Levin, Mark Duffy, and Kelly Dever (June 2012). *The Implementation and Scale-Up of the LDC and MDC Tools: Brief 4 – Conditions for Scale-Up and Sustainability*. Philadelphia: Research for Action.

Mark Duffy, Tracey Hartmann, and Nicole Johnson (June 2012). *Student Success Centers in Philadelphia: Promising Practices in Building a College-Going Culture in Neighborhood High Schools*. Philadelphia: Research for Action.

Nancy Lawrence, Felicia Sanders, Jolley Bruce Christman, and Mark Duffy (September 2011). *Establishing a Strong Foundation: District and School Supports for Classroom Implementation of the MDC Framework*. Philadelphia: Research for Action.

Kate Callahan and Mark Duffy (July 2011). *GED to College: A Report to the Philadelphia Youth Network on the GED to College Pilot Initiative*. Philadelphia: Research for Action.

Kathleen Shaw and Mark Duffy (June 2011). *Recommendations for the Development of Online Tools for Grantees: A Report to the College Access Foundation*. Philadelphia: Research for Action.

Marian Robinson with assistance from Clair Passantino, Marsha Acerra, Lauren Bae, Katie Tiehen, Eric Pido, Patricia Kannapel, Mark Duffy and Connie Langland (November 2010). *School Perspectives on Collaborative Inquiry: Lessons Learned from New York City, 2009-2010*. (CPRE Research Report #RR-67). New York: Teachers College, Columbia University, Consortium for Policy Research in Education.

Susan H. Fuhrman, Margaret E. Goertz, M. E. and Mark C. Duffy (2004). "Slow down, you move too fast:" The politics of making changes in high-stakes accountability policies for students. In S. H. Fuhrman and R. F. Elmore (Eds.), Redesigning accountability. New York: Teachers College Press.

Margaret E. Goertz and Mark C. Duffy (2002). "Mapping the Landscape of High Stakes Testing and Accountability Programs." *Theory Into Practice*. Columbus: The Ohio State University College of Education.

Margaret E. Goertz and Mark C. Duffy. (May 2001) *Accountability and Assessment Across the 50 States*. (CPRE Policy Briefs No. RB-33). Philadelphia: University of Pennsylvania, Consortium for Policy Research in Education.



Margaret E. Goertz and Mark C. Duffy. (April 18, 2001) "All Over the Map." *Education Week* 20 (31), 60, 44-45.

Mark C. Duffy. (April 2001) *America's Reform Inferno: The Nine Layers of Accountability*. Paper presented at the annual meeting of the American Education Research Association (AERA) Conference in Seattle, Washington.

Margaret E. Goertz and Mark C. Duffy (with Kerstin Carlson Le Floch). (March 2001) *Assessment and Accountability Systems in the 50 States: 1999-2000*. (CPRE Research Report Series No. RR-46.) Philadelphia: University of Pennsylvania, Consortium for Policy Research in Education.

Margaret E. Goertz, Mark C. Duffy and Kerstin Carlson Le Floch. (October 2000) *State Assessment and Accountability Systems: 50 State Profiles*. Philadelphia: University of Pennsylvania, Consortium for Policy Research in Education.

Margaret E. Goertz, Mark C. Duffy and Kerstin Carlson Le Floch. (August 2000) *Identifying Low Performing Schools: The Role of Title I*. Unpublished report prepared for the United States Department of Education and included in the first annual *School Improvement Report: Executive Order on Actions for Turning Around Low-Performing Schools* (Washington, D.C.: January 2001). Philadelphia: University of Pennsylvania, Consortium for Policy Research in Education.

Margaret E. Goertz and Mark C. Duffy. (June 2000) *State and District Accountability Systems and the Federal Role*. Unpublished report prepared for the Planning and Evaluation Service, United States Department of Education. Philadelphia: University of Pennsylvania, Consortium for Policy Research in Education.



## KASEY MEEHAN

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## EDUCATION

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M.P.Adm. University of Pennsylvania, Fels Institute of Government  
Public Administration, 2014

B.A. University of Pennsylvania, College of Art and Sciences  
Philosophy, Politics, and Economics, 2009  
Study Abroad at Goldsmiths, University of London, September 2007-December 2007

## PROFESSIONAL EXPERIENCE

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### Research for Action

Research Analyst

January 2015-present

Kasey Meehan joined Research for Action in January 2015 as a Research Analyst. Kasey contributes to a variety of quantitative and mixed-methods projects. Currently, Kasey is part of the research team studying New Hampshire's implementation of extended learning opportunities (ELO) in collaboration with the Nellie Mae Education Foundation. Additional projects include researching alternative certification programs for teachers in New Jersey, as well as a four-year evaluation of New Profit, Inc. through funding from the Social Innovation Fund.

### SSRS

Project Director

December 2012–December 2014

- Oversee implementation of social science and opinion research projects for non-profit and academic clients
- Develop and refine questionnaires, ensure quality control of data process, and provide data analysis
- Coordinate internal teams to ensure delivery of research objectives

### United Way of Greater Philadelphia and Southern New Jersey

Program Coordinator, Income, Community Impact

August 2010-December 2012

- Implement United Way's Individual Development Account (IDA) Program, a \$2 million investment to support low-and moderate-income persons build financial independence and secure assets
- Coordinate and oversee 11 sub-grantees offering program services to individuals and families
- Convene nine-member IDA Advisory Board and facilitate monthly meetings
- Prepare the Federal Assets for Independence (AFI) grant proposal



- Collaborate with Resource Development in securing \$500,000 non-Federal match to AFI award
- Contribute to Targeted Investment proposals and United Way's three-year funding selection process for Income Unit

### **United Way of Southeastern Pennsylvania**

AmeriCorps VISTA, Income Unit, Community Impact

August 2009–August 2010

- Evaluate and expand community programs around free tax preparation services through collaborative partnerships in Philadelphia and surrounding suburbs
- Research community projects and programs to design summary guide of financial literacy services
- Assist with in-depth business assessment resulting in three-year Strategic Plan for two coalitions providing free tax preparation
- Contribute to development and execution of strategy logic models for United Way's Income Unit

### **ILC Africa**

University of Pennsylvania International Internship Program (IIP)

June 2012–August 2012

- Professional experience to learn, work and travel within Ghana
- Develop proposal in partnership with University of Pennsylvania to expand programming, research and fellowship opportunities in West Africa
- Prepare three-year Strategic Plan with emphasis on increasing future international development grant opportunities for ILC Africa in Ghana and surrounding countries

## **VOLUNTEER EXPERIENCE**

### **Project H.O.M.E. Young Leaders Committee**

Member

January 2012–present

### **Penn Alumni Interview Program**

Interviewer

September 2009–present

### **Mighty Writers**

Mentor

December 2011–December 2012



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Vita  
**SCOTT F. MARION**  
*Vice President*

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Scott F. Marion has been the Vice President of the non-profit National Center for the Improvement of Educational Assessment, Inc since 2005, prior to which he had been a senior associate at the Center since 2003. The mission of the Center is to help states and districts foster higher student achievement through improved practices in educational assessment and accountability. The Center does this by:

- Providing customized support to states and districts in designing, implementing, and improving fair, effective, and legally defensible assessment and accountability programs. The Center's staff provides the full range of support, including technical analyses, policy support, documentation and communication, and training from designing an accountability system to meet a legislative mandate through designing effective programs in support of low-performing schools.
- Coordinating Technical Advisory Committees that help ensure a state's evolving assessment and accountability programs receive the best on-going technical advice possible, focused on the specific issues and decision-making needs of the individual state or district.
- Developing and disseminating practical standards for assessment and accountability programs that include specific information about what states and districts should do *today* to have technically sound programs.

As Vice President, Dr. Marion consults with numerous states on such issues as optimal design of assessment and accountability systems, creating or documenting legally defensible approaches to accountability, gathering validation evidence for accountability programs, and designing programs to support low-performing schools. In addition to his management role at the Center for Assessment, Dr. Marion assists in active leadership in the Center's efforts to develop practical professional standards through the Center's annual lecture series and as a regular contributor to the annual conferences of AERA, NCME, and CCSO.

As Wyoming's assessment director (1999-2003), Dr. Marion managed the K-12 testing program, the Wyoming Comprehensive Assessment System, overseeing the state's Uniform Reporting System, and generally overseeing all assessment-related activities at the Wyoming Department of Education. Wyoming's innovative high school competency assessment system—The Body of Evidence System—was the most ambitious project of his administration. Scott Marion worked through the entire cycle of development of the system of multiple assessments from initial design through incorporation into administrative rule, and into actual implementation. From 1997 Dr. Marion worked with department of education staff and educators in the field, the state board of education, advisory panels, and the governor's and legislative offices.

Before joining the Wyoming Department of Education, Dr. Marion was a research assistant at the School



of Education, University of Colorado at Boulder, working on a variety of projects funded by the Center for Research on Student Standards and Testing (CRESST) under supervision of Lorrie Shepard and Robert Linn. Prior to moving west to attend the University of Colorado, Dr. Marion was a part time faculty member in the College of Education, University of Maine where he received his Master's of Science in Science and Environmental Education.

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The National Center for the Improvement of Educational Assessment, Inc.  
31 Mount Vernon St  
Dover, NH 03820  
Telephone (603) 516-7900  
E-mail [smarion@nciea.org](mailto:smarion@nciea.org)  
website [www.nciea.org](http://www.nciea.org)

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## Education

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**Ph.D.** May 2004. University of Colorado, Boulder, CO. Research and evaluation methodology. Specialization--Educational Assessment. Dissertation Advisor: Lorrie Shepard. Dissertation title: Psychometric Concerns When Measuring Advanced Knowledge.

**Master of Science.** May 1992. University of Maine, Orono, Maine. Science and Environmental Education G.P.A. 4.0 Thesis Advisor: Theodore Coladarci. Thesis title: *Gender differences in science course-taking patterns among college undergraduates: Indicators of a hidden curriculum in science education?*

**Maine State Certification.** August 1986. University of Maine, Orono, Maine.

**Bachelor of Science.** May 1979. State University of New York, College of Environmental Science and Forestry, Syracuse, NY. September 1975-May 1979. Majored in zoology and forest biology, graduated cum laude (G.P.A. 3.1).

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## Professional History

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**Wyoming Department of Education.** Cheyenne, WY.

**Director of Assessment and Accountability.** November 1999-January 2003. Responsible for managing the state's K-12 testing program, Wyoming Comprehensive Assessment System, overseeing the state's Uniform Reporting System, and, generally, overseeing all assessment-related activities at the Wyoming Department of Education, including assessment issues related to district accreditation and student graduation requirements. Managed two budgets in excess of three million dollars per year, supervised three staff members, several external consultants, and a testing contractor.

**Wyoming Department of Education.** Cheyenne, WY.

**Assessment Specialist.** August 1997-October, 1999. Served as a consultant to the Department to help with the development and implementation of the Wyoming Comprehensive Assessment



System. Duties included writing background research reports, planning design team meetings, drafting the assessment system technical reports, and writing and reviewing requests for proposals.

**School of Education, University of Colorado at Boulder.** Campus Box 249, Boulder, CO.

**Research Assistant,** August 1993-September 1994; August 1995-May, 1997. I worked as a research associate of a variety of assessment related research projects funded by the Center for Research on Student Standards and Testing (CRESST). Supervisor: Dr. Lorrie Shepard

**Evaluation Internship,** September 1994 - August 1995. As part of a two-person internship team, I served as a co-principal investigator for an evaluation of the National Science Foundation-funded Mathematicians and Education Reform (MER) Forum. This internship was supported by the American Educational Research Association's Grants Program and NSF. Supervisor: Dr. Ernest House.

**College of Education, University of Maine, Orono, ME.**

**Part-time Faculty Member.** 1991-1993. Responsibilities include teaching the following graduate and undergraduate courses: EDS 520--Educational Measurement; ESC 525--Planning the Environmental Curriculum; and EDB 221--Introduction to Educational Psychology.

**Center for Research and Evaluation, College of Education.** University of Maine, Orono, ME.

**Research Associate,** September 1988-July 1993. Responsibilities included conducting curriculum and program evaluations for school systems and other agencies, managing the Center's data bases and archives, writing grants and funding proposals, writing research and technical reports, and providing research design and statistical consulting services for University faculty and graduate students.

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#### Selected Publications

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Marion, S.F. & Buckley, K. (in press). Design and implementation considerations of performance-based and authentic assessments for use in accountability systems. In Braun, H. (ed). *Meeting the Challenges to Measurement in an Era of Accountability*. Washington, DC: NCME.

Marion, S.F. & Leather, P. (2015). Assessment and accountability to support meaningful learning. *Educational Policy Analysis Archives*.

Diaz-Bilello, E.B., Patelis, T., Marion, S.F., Hall, E., Betebenner, D. & Gong, B. (2014). Are the *Standards for Educational and Psychological Testing* Relevant to State and Local Assessment Programs? *Educational Measurement: Issues and Practice*, 33, 4, 16–18

Marion, S.F., DePascale, C., Domaleski, C., Gong, B., & Diaz-Bilello, E. (2012, May). (2012). Considerations for analyzing educators' contributions to student learning in non-tested subjects and grades with a focus on Student Learning Objectives. [www.nciea.org](http://www.nciea.org).

Marion, S.F. & Buckley, K. (2011). Approaches and considerations for incorporating student performance results from "Non-Tested" grades and subjects into educator effectiveness determinations. [www.nciea.org](http://www.nciea.org).



- Buckley, K. & Marion, S.F. (2011). A Survey of Approaches Used to Evaluate Educators in Non-Tested Grades and Subjects. [www.nciea.org](http://www.nciea.org).
- Marion, S.F. (2010). Constructing a validity argument for alternate assessments based on modified achievement standards. In Perie, M. *Alternate Assessments Based on Modified Achievement Standards*. Baltimore, MD: Brooks Publishing.
- Li, Y., Marion, S.F., Perie, M. & Gong, B. (2010) An approach for evaluating the technical quality of interim assessments. *Peabody Journal of Education*, 85, 2, 163-185
- Perie, M., Marion, S.F., & Gong, B. (2009). Moving towards a comprehensive assessment system: A framework for considering interim assessments. *Educational Measurement: Issues and Practice*, 28, 3, 5-13.
- Marion, S.F. (2009). Some key considerations for test evaluators and developers. In Schafer, W. and Lissitz, R. (eds.) *Alternate assessments based on alternate achievement standards: Policy, practice, and potential* (pp. 357-360).
- Marion, S. F. & Perie, M. (2009). Validity arguments for alternate assessments. In Schafer, W. and Lissitz, R. (eds.) *Alternate assessments based on alternate achievement standards: Policy, practice, and potential* (pp. 115-127). Baltimore, MD: Brooks Publishing.
- Perie, M., Marion, S.F., Gong, B., & Wurtzel, J. (2007). The Role of Interim Assessments in a Comprehensive Assessment System: A Policy Brief. [www.aspeninst.org](http://www.aspeninst.org) and [www.nciea.org](http://www.nciea.org).
- Marion, S.F. & Gong, B. (2007). Assessing college readiness: A continuation of Kirst. *NCME Newsletter*, 15, 2, 5-7.
- Dunn, J. & Marion, S. F. (2006). NCLB Growth: What are we learning as reauthorization approaches? *NCME Newsletter*, 14, 4, 3-4.
- Marion, S. F. & Pellegrino, J. W. (2006). A validity framework for evaluating the technical quality of alternate assessments. *Educational Measurement: Issues and Practice*, 25, 4, 47-57.
- Dunn, J., Gong, B. & Marion, S. F. (2006). NCLB science assessments: A unique opportunity. *Measurement: Interdisciplinary Research and Perspectives*, 4, 4, 242-246.
- Gong, B. & Marion, S. F. (2006). Dealing with flexibility in assessments for students with significant cognitive disabilities. Minneapolis, MN: University of Minnesota, National Center for Educational Outcomes Synthesis Report No. 60. <http://education.umn.edu/nceo/OnlinePubs/Synthesis60.html>.
- Marion, S. F., White, C, Carlson, D., Erpenbach, W. J., Rabinowitz, S., Sheinker, J. (2002) Making valid and reliable decisions in the determination of adequate yearly progress: A Paper in the Series: *Implementing The State Accountability System Requirements Under The No Child Left Behind Act Of 2001*. Washington, D.C.: Council of Chief State Schools Officers.
- Marion, S. F. & Stevens, S. (2001, March). *The Wyoming Assessment Handbook*. Cheyenne, WY: Wyoming Department of Education. <http://www.measuredprogress.org/wycas/WhatsNew/AssessmentHandbook.pdf>
- Marion, S. F., Sheinker, A., Hansche, L., & Carlson, D. (1998, January). Wyoming Comprehensive Assessment System Design Report. Report prepared for the Wyoming State Legislature. Cheyenne, WY: Wyoming Department of Education. <http://www.measuredprogress.org/wycas/WDEPP/design.htm>



- Shepard, L. A., Smith, M. L., & Marion, S. F. (1998). On the Success of Failure: A rejoinder to Alexander. *Psychology in the Schools, 35*, 404-406.
- Shepard, L. A., Smith, M. L., & Marion, S. F. (1996). Failed evidence on grade retention. *Psychology in the Schools, 33*, 251-261.
- Borko, H. Mayfield, V. Marion, S. F., Flexer, R., & Cumbo, K. (1997) Teachers' developing ideas and practices about mathematics performance assessment: Successes, stumbling blocks, and implications for professional development. *Teacher and Teacher Education, 13*, 259-278.
- Eisenhart, M., Finkel, E., & Marion, S. F. (1996). Creating the conditions for scientific literacy: A re-examination. *American Educational Research Journal, 33*, 261-296.
- Shepard, L. A. Flexer, R. J., Hiebert, E. H., Marion, S. F., Mayfield, V., & Weston, T. J. (1996). Effects of introducing classroom performance assessments on student learning. *Educational Measurement: Issues and Practice, 15*, 3, 7-18..
- Shepard, L. A., Smith, M. L., & Marion, S. F. (1996). Failed evidence on grade retention. *Psychology in the Schools, 33*, 3.
- Maddaus, J. & Marion, S. F. (1995). Do standardized test scores influence parental choice of high school? *Journal of Research in Rural Education, 11*, 2, 75-83.

#### **National Research Council/National Academy of Science Publications**

(Participated as an active committee member and report contributor to the following NRC reports.)

- National Research Council. (2014). *Developing Assessments for the Next Generation Science Standards*. Committee on Developing Assessments of Science Proficiency in K-12. Board on Testing and Assessment and Board on Science Education, James W. Pellegrino, Mark R. Wilson, Judith A. Koenig, and Alexandra S. Beatty, *Editors*. Division of Behavioral and Social Sciences and Education. Washington, DC: The National Academies Press.
- Braun, H., Chudowsky, N., & Koenig, J. A. (2010). *Getting value out of value-added: Report of a workshop*. Washington, DC: National Academies Press.
- National Research Council. (2010). *State assessment systems: Exploring best practices and innovations: Summary of two workshops*. Alexandra Beatty, Rapporteur; Committee on Best Practices for State Assessment Systems. National Research Council. Board on Testing and Assessment. Division of Behavioral and Social Sciences and Education. Washington, DC: The National Academies Press.

#### **Technical Reports, Studies, Conference Papers and Presentations**

Numerous technical reports of evaluation studies produced for such organizations as the National Science Foundation and various state agencies. More than 60 presentations at various national conferences including almost yearly presentations at the American Educational Research Association (AERA)/National Council of Measurement in Education (NCME) annual meetings since 1990 and CCSSO's Large Scale Assessment Conference since 1998.



#### Honors, Awards, Scholarships and Fellowships

**The Spencer Foundation.** Spencer Dissertation Fellowship for Research Related to Education. 1998-1999.

**The Spencer Foundation & American Educational Research Association.** Travel Fellowship Award. 1996-1997.

**American Educational Research Association & National Science Foundation.** Evaluation Internship Award. 1994-1995.

**American Educational Research Association, National Science Foundation, & National Center for Educational Statistics.** Selected to participate in the AERA Statistics Institute. April 8-10, 1994.

**University of Colorado.** University Fellowship awarded by the Graduate School to fund the first year of Ph.D. studies. 1993-1994.

**New York State Regents Scholarship.** 1975-1979.

**National Honor Society.** 1974-1975.

#### Service

Rye School Board, Rye, NH. 2013-present.

AERA, Division D, Robert L. Linn Distinguished Lecture Award. Committee Member: 2009-2012

United States Department of Education. National Technical Advisory Committee Member. 2008-2010

The Keystone Center Board of Trustees 2006-2009

Committee Member: AERA Book Award. 2006-2009



## **Pete Goldschmidt**

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### **Education**

- May, 1997            Ph.D. School of Education, University of California, Los Angeles  
Division of Social Research Methodology  
Emphasis: Economics of Education.
- June, 1987            M.A. University of California, Santa Barbara  
Major: Economics.
- June, 1985            B.A. University of California, Los Angeles  
Major: Economics.

### **Current Professional Experience**

November 2014 to present

National Center for the Improvement of Educational Assessments

Senior Associate

August 2006 to present

California State University, Northridge, Michael D. Eisner College of Education.

2010 – to present Associate Professor, Research Methods, Development, Learning, Instruction, and Evaluation Program.

2006 – 2010 Assistant Professor, Research Methods, Development, Learning, Instruction, and Evaluation Program.

July 2011 to October 2014

New Mexico Public Education Department

Assistant Secretary, Assessment and Accountability

July 2000 to June 2011

University of California, Los Angeles, National Center for Research on Evaluation, Standards, and Student Testing (CRESST).

Senior Researcher

### **Selected Panels and Committees**

- National Assessment Governing Board Policy Task Force (2012-2014).
- National Conference on Student Assessment Program Committee (2014-2015).
- Chair, Ad hoc Committee on Growth Metrics, Partnership for Assessment of Readiness for College and Career (PARCC).
- Technical Advisory Committees:
  - o Chicago Public Schools - VAM (2013-2014).
  - o Delaware -Teacher Evaluation (2012-2014).
  - o Florida -Teacher Evaluation (2011-13).



- Tennessee - Teacher Evaluation (2011).
- Hawaii School Accountability (2008-2014).
- Nebraska (2006-2008).
- Los Angeles Unified School District – VAM (2008-2011).
- Institute of Education Sciences Statistics and Modeling Grant Review Panel (2012).
- Institute of Education Sciences School Reform Grant Review Panel (2006-2011, 14).
- Chair, Hierarchical Linear Modeling Special Interest Group, American Educational Research Association (2007-2008).
- US Department of Education NCLB Flexibility Waiver Peer Review Panel (2011).
- US Department of Education NCLB Growth Model Pilot Peer Review Panel (2007-2008).

### **Selected Publications and Manuscripts**

- Goldhaber, D., P. Goldschmidt, and F. Tseng (2013). Assessing Value-Added Model Estimates of Teacher Contributions to Student Learning at the High School Level, *Education Evaluation and Policy Analysis*, 24(2), 220-236.
- Choi, K.C. and P. Goldschmidt (2012). A multilevel latent growth curve approach to predicting student proficiency, *Asia Pacific Education Review*, 13( 2), 199-208.
- IV. Cervetti, G. N., J. Barber, R. Dorph, P. D. Pearson, and P. Goldschmidt (2012) The Impact of an Integrated Approach to Science and Literacy in Elementary School Classrooms, *Journal of Research in Science Teaching*, 49(5), 631-658 .
- Goldschmidt, P., K. Choi, & J.P. Beaudoin (2012). Growth Model Comparison Study: Practical Implications of Alternative Models for Evaluating School Performance, The Council of Chief State School Officers, Washington, DC.
- Goldschmidt, P., K.C. Choi, and F. Martinez, and J. Novak (2010). Using growth models to monitor school performance: comparing the effect of the metric and the assessment, *School Effectiveness and School Improvement*, 21(3), 337-357.
- Goldschmidt, P. & G. Phelps (2010) Does Teacher Professional Development Affect Content and Pedagogical Knowledge: How Much and for How Long? *Economics of Education Review* 29, 432-439.
- Wu, K.B., Goldschmidt, P., Boscardin, C., and D. Sankar (2009). International benchmarking and determinants of mathematics achievement in two Indian states, *Education Economics*, 17(3), 395-412.
- O'Malley, K., W. Auty, P. P. Bielawski, R. Bernstein, T. Boatman, T. Deeter, P. Goldschmidt, G. Hirata, C. Hovanetz, G. Michna, S. Nedly, B. Odneal, J. Reihm, L. Stillman, R. Blank (2009). Guide to the United States Department of Education Growth Model Pilot Program 2005-2008, The Council of Chief State School Officers, Washington, DC.
- Auty, W., P. Bielawski, T. Deeter, G. Hirata, C. Hovanetz-Lassila, J. Reihm, P. Goldschmidt, K. O'Malley, R. Blank, A. Williams (2008). Implementers Guide to Growth Models, the Council of Chief State School Officers, Washington, DC.
- Taylor, R., J.P. Beaudoin, P. Goldschmidt (2007). Quality Assurance Practices Associated with Producing Cohort Graduation Rates, The Council of Chief State School Officers, Washington, DC.
- Abedi, J., P. Goldschmidt, B. Gong, M. Gottlieb, A. Ortiz, P. Pedraza, J. Pellegrino, P. Roschewski, and J. Stack (2007). *Assessment and Accountability for Improving Schools*



- and Learning: Principles and Recommendations for Federal Law and State and Local Systems*, Forum on Educational Accountability, Chicago.
- Goldschmidt, P. and K. Choi (2007). The Practical Benefits of Growth Models for Accountability and the limitations under NCLB. Policy Brief 9, National Center for Research on Evaluation, Standards, and Student Testing, UCLA.
- Wu, K.B. P. Goldschmidt, C. Boscardin, and M. Azam (2007). Narrowing Gender and Social Gaps in Educational Enrollment and Performance in India in Girls Education in Developing Countries, M. Lockheed Ed.
- Goldschmidt, P. and J.F. Martinez-Fernandez (2007). The Relationship among Measures as Empirical Evidence of Validity: Incorporating Multiple Indicators of Achievement and School Context, *Educational Assessment* 12(3&4).
- Martinez-Fernandez, J.F. and P. Goldschmidt (2007). Language Arts Performance Assignments: Generalizability Studies of Central Ratings, *Educational Assessment* 12(3&4).
- Taylor, R., J.P. Beaudoin, B. Auty, and P. Goldschmidt (2006). Validity Threats: Detection and Control Practices for State and Local Education Officials. The Council of Chief State School Officers, Washington, DC.
- Goldschmidt, P., P. Roschewski, K. Choi, W. Auty, S. Hebbler, R. Blank, A. Williams (2005). Policymakers Guide to Growth Models for School Accountability: How do Accountability Models Differ? The Council of Chief State School Officers, Washington, DC.
- Choi, Kilchan, Pete Goldschmidt, and Kyo Yamashiro (2005) Exploring Models of School Performance: from Theory to Practice, *National Society for the Study of Evaluation*, v.104.
- Solmon, Lewis, C, and Pete Goldschmidt (2004). Comparing Traditional Public Schools and Charter Schools on Retention, School Switching, and Achievement Growth. Policy Report, No, 192. Goldwater Institute.
- Goldschmidt, Pete and Felipe Martinez-Fernandez (2004). The Relationship Between School Quality and the Probability of Passing Standards-Based High-Stakes Performance Assessments, National Center for Research on Evaluation, Standards, and Student Testing, U.S. Department of Education, Office of Educational Research and Improvement.
- Wang, Jia and Pete Goldschmidt (2003). "The Effect of Middle School Course Taking on High School Mathematics Achievement". *Journal of Educational Research*. v. 97, no. 1, Sept/Oct.
- Wu, Kin Bing, Pete Goldschmidt, and Moti Hara (2003). The Determinants of Student Achievement in Primary Education in Guatemala: Equity and Student Achievement in Primary Education, Kin Bing Wu task leader. The World Bank, Washington DC.
- Wu, Kin Bing, Patricia Arregui, Pete Goldschmidt, Arturo Miranda, Suhas Parandekar, and Juan Pablo Silva (2002). "Educacion y Pobreza en Peru," in Distintas escuelas, diferentes oportunidades, Fernando Reimers coord., La Muralla, SA, Madrid.
- Goldschmidt, Pete (2002) A Comparison of Student Achievement in LAAMP and Non-LAAMP Schools in Los Angeles County: Longitudinal Analysis Results 1997-1998-1999-2000, Los Angeles Compact on Evaluation, National Center for Research on Evaluation, Standards, and Student Testing, UCLA.



- Baker, Eva L., Pete Goldschmidt, Felipe Martinez, and Silvia Swigert (2002). In Search of School Quality and Accountability: Moving Beyond the California Academic Performance Index (API). National Center for Research on Evaluation, Standards, and Student Testing, UCLA, US Department of Education Office of Educational Research and Improvement.
- Goldschmidt, Pete (2001) "Analysis of Academic Achievement," in Peru – Education at a Crossroads: Challenges and Opportunities for the 21<sup>st</sup> Century, Kin Bing Wu, A World Bank Country Study, The World Bank, Washington DC.
- Wu, Kin Bing, Patricia Arregui, Pete Goldschmidt, Arturo Miranda, Suhas Parandekar, and Juan Pablo Silva (2000). "Education and Poverty in Peru," in Unequal Schools, Unequal Chances, Fernando Reimers ed., Rockefeller Center Series on Latin American Studies, Harvard University Press, Cambridge, MA.
- Goldschmidt, Pete and Kin Bing Wu (2000). Determinants of Achievement in Peru. World Bank LCSHD Paper Series No.53. Washington DC. The World Bank.
- Goldschmidt, Pete and Jia Wang, (1999) "When Can Schools Affect Dropout Behavior: A Longitudinal Multilevel Analysis," *American Educational Research Journal*, vol. 36, no. 4, pp.715-738, Winter
- Wang, Jia and Pete Goldschmidt (1999) "Opportunity to Learn, Language Proficiency, and Immigrant Status Effects on Mathematics Achievement," *Journal of Educational Research*, vol. 93, no.2, pp. 101-112, November/December.
- Wang, Jia, Pete Goldschmidt, and Dean T. Jamison (1999) "Immigrant status, language proficiency, and opportunities to learn: determinants of mathematics achievement of Pacific Rim students in California," in Comparative Perspectives on Language and Literacy, Leslie Limage, editor, UNESCO, Dakar.
- Goldschmidt, Pete and Therese Eyermann (1999) "International Educational Performance of the United States: Is There A Problem That Money Can Fix?" *Comparative Education*, vol. 35, no. 1, pp. 27-43, March
- Jacoby, Sanford M. and Pete Goldschmidt, (1998) "Education, Skill, and Wage Inequality: The Situation in California," *Challenge*, vol. 41, no. 6.
- Jacoby, Sanford M. and Pete Goldschmidt, (1998) "Education, Skill, and Wage Inequality: The Situation in California," California Policy Options: 1998, UCLA School of Public Policy and Social Research.
- Erickson, Christopher, Sanford Jacoby, Richard Copeland, Pete Goldschmidt, and Jonathan Troper (September, 1997) "Benchmarking the California Workplace: Training and Work-Organization Practices of Private Employers in California," Report prepared for the California Policy Seminar.

#### **Invited Symposia and Presentations**

- Goldschmidt, Pete (2014). Theory, Policy, and Practice (TPP) – Educator Effectiveness System, National Conference on Student Assessment, New Orleans, LA.
- Goldschmidt, Pete (2013). Using Growth Models for Accountability during the Transition to CCSS Assessments, National Conference on Student Assessment, Washington DC.
- Goldschmidt, Pete (2012). Value Added Modeling in Educational Research and Evaluation, Fireside chat AERA, Vancouver, Canada.



- Goldschmidt, Pete (2011). Innovative Uses for Growth and Value Models, NCME, New Orleans. LA
- Goldschmidt, Pete (2010). Using State Tests for Evaluation Purposes, Discussant, National Conference on Student Assessment, Detroit, MI.
- Goldschmidt, Pete (2010). Beyond AYP: Using Growth Model Data to Improve Teaching and Learning, Discussant, National Conference on Student Assessment, Detroit, MI.
- Goldschmidt, Pete (2010). Growth and Value Added Models for School improvement and teacher effectiveness, EIMAC, Arlington, VA.
- Goldschmidt, Pete (2009). The Next Generation of Advocacy in Education: The Intersection of Policy, Practice, and Technical Quality, Paper presentation, National Conference on Student Assessment, Los Angeles, CA.
- Goldschmidt, Pete (2009). Growth Models: What are They and How do They Measure Accountability? 46<sup>th</sup> Annual international conference of the Learning Disabilities Association of America, Salt Lake City.
- Goldschmidt, Pete (2008). Applying multilevel discrete time hazard analysis to extended program evaluations: the impact of an afterschool program on juvenile crime, University of Texas Population Center Speaker Series, Austin, TX.
- Goldschmidt, Pete (2008). Practical considerations for using value added models for monitoring teacher performance, California Commission on Teacher Credentialing Value Added Seminar, Sacramento, CA.
- Goldschmidt, Pete (2008). Using longitudinal models for extended program evaluations, National Institute of Justice Research Conference, Arlington, VA.
- Goldschmidt, Pete (2007). *Using Data to inform Instruction – the Role of Growth Models*. Lunch Keynote 5<sup>th</sup> Annual Conference Using Data to inform Instruction Santa Clara, CA
- Goldschmidt, Pete (2007). *Evaluating Initiatives with Longitudinal Data on Student Achievement*. Workshop: Application of New Data Tools in Evaluation of Math and Science Initiatives, Washington D.C.
- Goldschmidt, Pete (2006). *From Status to Growth and Value Added Models for Accountability – Connecting Research and Practice*, Invited presentation, International Meeting on Value Added Models for Accountability, Ministry of Education, Santiago Chile.
- Goldschmidt, Pete (2006). *Growth Models for Monitoring Schools, Programs and Students*, Keynote lecture, Washington Educational Research Association Seminar on Growth Modeling, Renton, WA.
- Goldschmidt, Pete (2005). *Can we use value added statistical technology to deliver new value from current data systems*. Keynote address. Data Systems and Instructional Improvement: There is Much More to Do, Austin, TX.
- Goldschmidt, Pete (2004). *Issues in Assessment Design, Vertical Alignment, and Data Management: Working with Growth Models*. CCSSO Value Added Brain Trust, Washington DC.
- Goldschmidt, Pete (2004). *Growth Models for Accountability and Program Evaluation*. Invited lecture at the 6<sup>th</sup> Annual Reidy Interactive Lecture Series, Nashua, New Hampshire.
- Goldschmidt, Pete (2002). Seminar on the use of hierarchical linear modeling for education policy research for the Ministry of Education, Lima, Peru.



## **V. Research Grants**

- Principle Investigator (2010-2012). Growth Model Comparison Study: Practical Implications of Alternative Models for Evaluating School Performance, The Council of Chief State School Officers, Washington, DC.
- Principle Investigator (2010-2011). The relationship between LAUSD reduction in force (RIF) policy and teacher effectiveness, The Education Trust – West.
- Research Director (2010-2011). Student Improvement Through Teacher Empowerment, Chang, I. PI, Improving Teacher Quality (CA) State Grants Program.
- Co- Principle Investigator (2009-2010). Assessing Value Added Model Specifications with High School Data. Bill and Melinda Gates Foundation.
- Principle Investigator (2008-2010). Teacher Education Partnerships, California State University Northridge -Teachers for a New Era (Helenbrand, H., PI), Carnegie Foundation.
- Project Director (2008-2009). Evaluation of the SEEDS of Science/ ROOTS of Literature curriculum, Pearson, D. PI, National Science Foundation.
- Principle Investigator (2004-2008). The Long-Term Effects of After-School Programming on Educational Adjustment and Juvenile Crime: A Study of the LA's BEST After-School Program. National Institute of Justice.
- Research Director (2005-2007). The effects of School Decentralization on Student Achievement (William Ouchi PI). Conrad Hilton Foundation.
- Project Director (2001-2006) Project Director. Longitudinal Modeling Program, Center for Research on Evaluation, Standards and Student Testing (Eva Baker PI), OERI.
- Project Director (2002-2003) Project Director. Evaluation of the California Professional Development Institutes, (Eva Baker PI). California Department of Education.
- Project Director (2001-2002) Project Director. Evaluation of the Alaska Beginning Literacy Institutes (Eva Baker PI), Alaska Comprehensive Center.
- Project Director (2000-2002) Project Director. Evaluation of the Los Angeles Annenberg Metropolitan Project (Eva Baker PI). Annenberg Foundation.
- AERA Grants Program (1999) *Advanced Institute on HLM for Education Policy Research*.
- Co-Principle Investigator (Wang, Jia, and Dean Jamison (1998-99). The Role of Opportunity to Learn and Language Proficiency on Immigrant Student Mathematics Achievement Growth. UC Center for Pacific Rim Studies Research Grant.
- Funded scholar (1997) "International Educational Performance of the United States: The Role of Resources," proposal accepted by the National Center for Education Statistics to attend the Third International Mathematics and Science Study (TIMSS) training Seminar, Rockville, MD.

## **Selected Presentations**

- Goldschmidt, P, Kilchan Choi, and JP Beaudoin (2012). Comparing Models of School Performance Across Four States, AERA, Vancouver Canada.
- Goldschmidt, P (2012). The Relationship between Reduction in Force (RIF) Policy and Teacher Effectiveness, AERA, Vancouver Canada.
- Bluestein, S. & P. Goldschmidt (2012) Principal Effectiveness in California Elementary Schools, AERA, Vancouver Canada.
- Goldhaber, D., P. Goldschmidt, P. Sylling, & F. Tseng (2011). Teacher Value Added at the High School Level – Different Models, Different Answers? AERA, New Orleans, LA.



- Goldschmidt, P., T. Deloria & M. Casey (2011). Evaluating multiple indicators of teacher effectiveness: towards a robust teacher evaluation system, AERA, New Orleans, LA.
- Goldschmidt, P (2010). Applying Cross-Classified Multilevel Discrete-Time Hazard Analysis to a Longitudinal Study of Student Dropouts, Roundtable Discussion, AERA, Denver, CO.
- Goldschmidt, P (2010). Recent Developments in Research with Growth Models and Use of Growth Data, Paper Presentation, AERA, Denver, CO.
- Goldschmidt, P (2009). Developing early indicators of students at risk: what augments assessment results and when? Paper presentation, National Conference on student assessment, Los Angeles, CA.
- Ouchi, W., and P. Goldschmidt (2009). A National Study of School District Decentralization and Student Performance, Paper presentation, AERA, San Diego, CA.
- Barber, J. D. Pearson, G. Cervetti, G. Dorpf, R. and Goldschmidt, P. (2009). Integration of Literacy and Inquiry Science Curriculum, Paper Presentation, AERA, San Diego, CA.
- Goldschmidt, P. (2008) Growth Models for Accountability 101: Implementer's Guide to Growth, National Conference on Student Assessment, Orlando, FL.
- Goldschmidt, P. (2008). What are the Findings from the use of Growth Models for School Accountability. Paper presentation and Discussant AERA, New York NY.
- Haung, D. and P. Goldschmidt (2008). The Long Term Impacts of After School Programming on Educational Adjustment and Juvenile Crime, Paper presentation, AERA, New York NY.
- Goldschmidt, P. and D. Haung (2007). Applying Multilevel Discrete-Time Hazard Analysis to Extended Program Evaluations with Cross-Classified Data Structures, AERA, Chicago IL.
- Goldschmidt, P. (2007). Timor-Leste Education: from Independence to Sustained Improvement. Paper presentation AERA, Chicago IL.
- Goldschmidt, P. (2007). Will Growth Models Improve School Accountability and NCLB/AYP? Results from New Research, Paper presentation AERA, Chicago IL.
- Goldschmidt, P. and A. Ramanathan (2006). Examining the Variability in the Achievement Gap Between Students With Disabilities and Non-disabled Students. Paper presentation AERA, San Francisco, CA.
- Chinen, M. and Goldschmidt (2006). Defining the Baseline Sample in Evaluation Studies Using Observational Data in Nested Longitudinal Settings: Addressing Complexity in Identifying Multiple Cohort Samples. Paper presentation AERA, San Francisco, CA.
- Goldschmidt, P. K Choi, C. Boscardin, K. Yamashiro, J.F. Martinez, Fernandez, and W. Auty (2006) Extending Common Methodological Approaches to School Accountability and Evaluation: Latent Class and Longitudinal Models. Symposium, AERA, San Francisco, CA
- Goldschmidt, P. (2006). Measuring Student Growth: Practical, Empirical, and Innovative Solutions, Discussant, AERA, San Francisco, CA.
- Hara, M. and P. Goldschmidt (2006). The Impact of School Performance on Neighborhood Real-Estate Values: Parents Voting With Their Feet. Paper presentation, AERA, San Francisco, CA.
- Goldschmidt, P. and P. Roschewski (2006). Growth, Value-Added, and Status: Popular Words, But Are They Practical for States? Paper presentation, AERA, San Francisco, CA.



- Goldschmidt, P. (2006). Practical Considerations for Choosing an Accountability Model. Paper presentation, AERA, San Francisco, CA.
- Goldschmidt, Pete and Choi, K.C. (2005). A multilevel latent growth curve approach to predicting student proficiency. Paper presentation, AERA, Montreal Canada.
- Goldschmidt, Pete and Geoffrey Phelps (2005). Does teacher professional development affect content and pedagogical knowledge: how much and how long? Paper presentation, AERA, Montreal Canada.
- Baker, Eva and Goldschmidt, Pete (2005). In Search of School Quality and Accountability: Moving Beyond the California Academic Performance Index (API). Paper presentation, AERA, Montreal Canada.
- Hara, Moti and Goldschmidt, Pete (2005). Are there really good schools: the role of changing demographics within schools. Paper presentation, AERA, Montreal Canada.
- Goldschmidt, Pete (2004). Generating valid indicators of school performance: similar methodological approaches applied to different data sources (Chair). National Conference on Large Scale Assessment, Boston, MA.
- Goldschmidt, Pete, K.C. Choi, and Felipe Martinez-Fernandez (2004). Using hierarchical growth models to monitor school performance: the effects of the model, metric, and time on the validity of inferences. National Conference on Large Scale Assessment, Boston, MA.
- Goldschmidt, Pete and Felipe Martinez (April 2004). The relationship between school quality and the probability of passing standards-based high-stakes statewide assessments. Paper presentation. AERA, San Diego, CA.
- Goldschmidt, Pete and Motoaiki Hara (2004) Are there really good school? The role of changing demographics within schools. National Center for Research on Evaluation, Standards, and Student Testing Conference, Los Angeles, CA.
- Goldschmidt, Pete and Felipe Martinez (April 2004). Teachers' Dual Roles: Providing Opportunity to Learn and Judging the Outcomes. Paper presentation. AERA, San Diego, CA.
- Goldschmidt, Pete, K.C. Choi, and Felipe Martinez-Fernandez (2003). Using Hierarchical Growth Models to Monitor School Performance Over Time: Comparing NCE to Scale Sore Results, AERA, Chicago, IL.
- Martinez-Fernandez, and Pete Goldschmidt (2003). Comparing student and teacher reports on opportunity to learn and their relationship to student reading: a multilevel analysis approach, AERA, Chicago, IL.
- Goldschmidt, Pete (September, 2002), Chair, Methodological Issues in Assessing School Quality and Performance, National Center for Research on Evaluation, Standards, and Student Testing Conference, Los Angeles, CA.
- Goldschmidt, Pete (September, 2002), Using hierarchical growth models to evaluate program effects: comparing NCE to scale score results, National Center for Research on Evaluation, Standards, and Student Testing Conference, Los Angeles, CA.
- Goldschmidt, Pete and Silvia Swigert (April, 2002). "Oxymoronic Program Evaluation: The Short-Term Longitudinal Analysis Dilemma," Paper presentation, AERA, New Orleans, LA.
- Goldschmidt, Pete and Jia Wang (April 2001) Symposium: "Rethinking International Rankings" AERA, Seattle, WA.



- (April 2001) Symposium: "Longitudinal Growth Modeling: Methodological Problems and Modeling Opportunities" AERA, Seattle, WA.
- Wang, Jia and Pete Goldschmidt (April 2000) "How Important Is Previous Course-Taking on Students' Later Mathematics Achievement?" AERA, New Orleans, LA.
- Ramirez, David and Pete Goldschmidt (January 2000) "Designing Accountability Systems that Ensure all Students can Learn," RACE 2000, Phoenix AZ.
- Goldschmidt, Pete and Jia Wang (October, 1999) "An International Comparative Study of Educational Inputs and Outputs," Comparative and International Education Society, Western Regional Conference, Provo, Utah.
- Goldschmidt, Pete (April, 1999) "How Do Schools Influence the Youth Transition from High School to Work: A Sequential Logistic Multilevel Analysis," AERA, Montreal, Canada.
- (April, 1999) Discussant: Evaluating School to Work and Tech Prep Programs, AERA, Montreal, Canada.
- Ramirez J. David and Pete Goldschmidt (Feb. 1999) "Evaluation: Designing Accountability Systems," Half-day Institute at the annual California Association for Bilingual Education conference, Los Angeles, CA.
- Ramirez, J. David, Judith Wilde, and Pete Goldschmidt, (December, 1998) "Classroom Based Assessment and Ongoing Program Evaluation," Improving America's Schools Act Mega-Conference, Scottsdale, AZ.
- Wang, Jia and Pete Goldschmidt (July, 1998) "Immigrant Status, Language Proficiency, and Opportunity to Learn: Determinants of Mathematics Achievement of Pacific Rim Students in California" Bi-Annual World Conference on Comparative Education, Cape Town, SA.
- Goldschmidt, Pete and Jia Wang (April, 1998) "When Can Schools Affect Dropout Behavior: A Longitudinal Multilevel Analysis" AERA, San Diego, CA.
- Eyermann, Therese and Pete Goldschmidt (April, 1998) "International Educational Performance of the United States: Is There A Problem That Money Can Fix?" AERA, San Diego, CA.
- Goldschmidt, Pete and Anastasia Amabisca (April, 1998) "Measuring the Effects of Process Based Interventions on Immigrant Student Achievement: A Multilevel Approach," AERA, San Diego, CA.
- Jacoby, Sanford M. and Pete Goldschmidt (1997) "Education, Skill, and Wage Inequality: The Situation in California," The UCLA Forum and Business Forecasting Project, Los Angeles, CA.

Manuscript reviewer:

*Urban Education;*  
*Educational Evaluation and Policy Analysis;*  
*Comparative Education Review;*  
*Educational Assessment;*  
*American Educational Research Journal;*  
*Educational Researcher;*  
*US Dept of Education, Institute for Education Sciences (Proposals);*  
*AERA (annual meeting proposal reviews)*



**Dissertation:**

The Transition from High School to Work: A Nonlinear Multilevel Analysis

**Readers:** Prof. Dean T. Jamison (Chair), Prof. Sanford Jacoby, Prof. Michael Seltzer, and Prof. James Catterall.

**Other Professional Experience**

1999 to 2008

**The World Bank**

Consultant: Design analysis of large-scale studies of national education systems in Central America and Asia. Countries include: Peru, Guatemala, East Timor, India, and China.

1997 to 2000

**California State University, Long Beach**, Center for Language Minority Education and Research  
Research Statistician.

1997 to 1998

**The World Bank**

Education Economist – Consultant: On a team comparing cost effectiveness of education and health interventions' relative efficiency, in terms of educational outcomes, in developing countries.

1989 to 1992

**University of California, Los Angeles**, Office of Academic Planning and Budget  
Senior Analyst

1988 to 1989

**Blue Cross of California**, Corporate Finance  
Accountant Analyst

**References:**

Furnished upon request.



STATE OF DELAWARE  
DEPARTMENT OF EDUCATION

Attachment 2

CONTRACT NO.: RFP # DOE 2015-07  
CONTRACT TITLE: AN EVALUATION OF THE DELAWARE PERFORMANCE APPRAISAL SYSTEM ("DPAS-II")  
OPENING DATE: December 5<sup>th</sup>, 2014 at 3:00 PM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation submitted this date to the State of Delaware, Department of Education

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative MUST be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Education.

COMPANY NAME Research for Action (Check one)

<input checked="" type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE Kathleen M. Shaw, Ph.D.  
(Please type or print)

SIGNATURE Original on File TITLE Executive Director

COMPANY ADDRESS 100 South Broad Street, Suite 700, Philadelphia, PA 19110

PHONE NUMBER 267-295-7760 FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS info@researchforaction.org

FEDERAL E.I. NUMBER 23-2710950 STATE OF DELAWARE LICENSE NUMBER 12309783-1

COMPANY CLASSIFICATIONS:  CERT. NO.: _____	Certification type(s)	Circle all that apply
	Minority Business Enterprise (MBE)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Woman Business Enterprise (WBE)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Disadvantaged Business Enterprise (DBE)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Veteran Owned Business Enterprise (VOBE)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO: Research for Action  
(COMPANY NAME)

ADDRESS 100 South Broad Street, Suite 700, Philadelphia, PA 19110

CONTACT Jeri Nutter

PHONE NUMBER 267-295-7760 FAX NUMBER 23-2710950

EMAIL ADDRESS jnutter@researchforaction.org

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

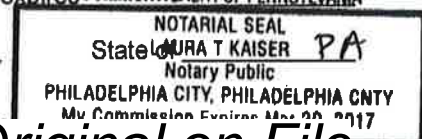
YES \_\_\_\_\_ NO X if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL**

SWORN TO AND SUBSCRIBED BEFORE ME this 16<sup>th</sup> day of January, 20 15

Notary Public Original on File My commission expires 3/20/17

City of Philadelphia County of Philadelphia



Original on File



**Note: use additional pages as necessary.**



STATE OF DELAWARE  
DEPARTMENT OF EDUCATION

Attachment 4

Contract No. **RFP # DOE 2015-07**  
Contract Title: **AN EVALUATION OF THE DELWARE PERFORMANCE**  
**APPRAISAL SYSTEM – SECOND EDITION (“DPAS-II”)**

CONFIDENTIAL INFORMATION FORM

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information
This proposal contains information relating to salaries and other business practices
that must remain confidential. If selected as the contractor for this research, we must
also keep confidential all data collected for the purposes of the research. In keeping
with best practices in research, RFA ensures that all data
will be kept in a secure location during the research project, and for five years
after the project has been completed. At that time, it will be destroyed.
Additionally, materials or tools that are developed as part of this project are
proprietary and therefore must remain confidential unless RFA explicitly
approves release and distribution of these materials.

**Note: use additional pages as necessary.**



STATE OF DELAWARE  
DEPARTMENT OF EDUCATION

Attachment 5

Contract No. **RFP # DOE 2015-07**  
Contract Title: **AN EVALUATION OF THE DELAWARE PERFORMANCE  
APPRAISAL SYSTEM – SECOND EDITION (“DPAS-II”)**

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

- |    |   |   |
|----|---|---|
| 1. | <b>Contact Name &amp; Title:</b>                      | Ash Vasudeva, Senior Program Officer, College Ready |
|    | <b>Business Name:</b>                                 | Bill & Melinda Gates Foundation                     |
|    | <b>Address:</b>                                       | 440 5th Avenue North<br>Seattle, WA 98109           |
|    | <b>Email:</b>   | ash.vasudeva@gatesfoundation.org                    |
|    | <b>Phone # / Fax #:</b>                               | 206-770-1940  |
|    | <b>Current Vendor (YES or NO):</b>                    | Yes   |
|    | <b>Years Associated &amp; Type of Work Performed:</b> | 5 years: oversaw RFA evaluations as program officer |
- 
- |    |   |   |
|----|---|---|
| 2. | <b>Contact Name &amp; Title:</b>                      | Elliot Weinbaum, Program Director                           |
|    | <b>Business Name:</b>                                 | William Penn Foundation                                     |
|    | <b>Address:</b>                                       | 100 North 18th Street, 11th Floor<br>Philadelphia, PA 19103 |
|    | <b>Email:</b>   | eweinbaum@williampennfoundation.org                         |
|    | <b>Phone # / Fax #:</b>                               | 215-988-1830  |
|    | <b>Current Vendor (YES or NO):</b>                    | Yes   |
|    | <b>Years Associated &amp; Type of Work Performed:</b> | 2 years: program officer                                    |
- 
- |    |   |   |
|----|---|---|
| 3. | <b>Contact Name &amp; Title:</b>                      | Tonya Wolford, Deputy, Research & Evaluation                |
|    | <b>Business Name:</b>                                 | School District of Philadelphia                             |
|    | <b>Address:</b>                                       | 440 North Broad Street, 2nd Floor<br>Philadelphia, PA 19130 |
|    | <b>Email:</b>   | twolford@philasd.org  |
|    | <b>Phone # / Fax #:</b>                               | 215-400-4260  |
|    | <b>Current Vendor (YES or NO):</b>                    | No  |
|    | <b>Years Associated &amp; Type of Work Performed:</b> | Collaborate on data requests, consortium member             |

**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**



STATE OF DELAWARE  
DEPARTMENT OF EDUCATION

Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR																	
<b>1. CONTRACT NO.</b> <b>RFP # DOE 2015-07</b>	<b>2. Proposing Vendor Name:</b> <i>Research for Action, Inc.</i>	<b>3. Mailing Address</b> <i>100 S. Broad Street Suite 700 Philadelphia, PA 19460</i>															
<b>4. SUBCONTRACTOR</b>																	
<b>a. NAME</b> <i>The National Center for the Improvement of Educational Assessment, Inc.</i>	<b>4c. Company OSD Classification:</b> <b>Certification Number:</b> <i>611710</i>																
<b>b. Mailing Address:</b> <i>31 Mount Vernon Street Dover, NH 03820</i>	<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">4d. Women Business Enterprise</td> <td style="width: 10%; text-align: center;"><input type="checkbox"/> Yes</td> <td style="width: 30%; text-align: center;"><input checked="" type="checkbox"/> No</td> </tr> <tr> <td>4e. Minority Business Enterprise</td> <td style="text-align: center;"><input type="checkbox"/> Yes</td> <td style="text-align: center;"><input checked="" type="checkbox"/> No</td> </tr> <tr> <td>4f. Disadvantaged Business Enterprise</td> <td style="text-align: center;"><input type="checkbox"/> Yes</td> <td style="text-align: center;"><input checked="" type="checkbox"/> No</td> </tr> <tr> <td>4g. Veteran Owned Business Enterprise</td> <td style="text-align: center;"><input type="checkbox"/> Yes</td> <td style="text-align: center;"><input checked="" type="checkbox"/> No</td> </tr> <tr> <td>4h. Service Disabled Veteran Owned Business Enterprise</td> <td style="text-align: center;"><input type="checkbox"/> Yes</td> <td style="text-align: center;"><input checked="" type="checkbox"/> No</td> </tr> </table>		4d. Women Business Enterprise	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	4e. Minority Business Enterprise	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	4f. Disadvantaged Business Enterprise	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	4g. Veteran Owned Business Enterprise	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	4h. Service Disabled Veteran Owned Business Enterprise	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
4d. Women Business Enterprise	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No															
4e. Minority Business Enterprise	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No															
4f. Disadvantaged Business Enterprise	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No															
4g. Veteran Owned Business Enterprise	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No															
4h. Service Disabled Veteran Owned Business Enterprise	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No															
<b>5. DESCRIPTION OF WORK BY SUBCONTRACTOR</b> <i>The Center for Assessment will have three primary responsibilities in support of the evaluation: one, we will assist in developing surveys and collecting extant data from the state; two, we will collect and analyze artifacts related to the DPAS II; and three, we will assist with analyses that provide validity evidence for DPAS II claims about teachers ①</i>																	
<b>6a. NAME OF PERSON SIGNING</b> <i>Original on File</i>	<b>7. BY (Signature)</b> <i>Original on File</i>	<b>8. DATE SIGNED</b> <i>1/15/15</i>															
<b>6b. TITLE OF PERSON SIGNING</b> <i>Exec. Dir.</i>																	
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR																	
<b>9a. NAME OF PERSON SIGNING</b> <i>Original on File</i>	<b>10. BY (Signature)</b> <i>Original on File</i>	<b>11. DATE SIGNED</b> <i>1/14/15</i>															
<b>9b. TITLE OF PERSON SIGNING</b> <i>Associate Director</i>																	

\* Use a separate form for each subcontractor

① The names of the employees assigned to This evaluation are: Scott Marion and Pete Goldschmidt.



STATE OF DELAWARE  
DEPARTMENT OF EDUCATION

Attachment 6

SUBCONTRACTOR INFORMATION FORM

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>																	
<b>1. CONTRACT NO.</b> <b>RFP # DOE 2015-07</b>	<b>2. Proposing Vendor Name:</b> <i>Research for Action, Inc.</i>	<b>3. Mailing Address</b> <i>100 S. Broad Street Suite 700 Philadelphia, PA 19146</i>															
<b>4. SUBCONTRACTOR</b>																	
<b>a. NAME</b> Trustees of the University of Pennsylvania	<b>4c. Company OSD Classification:</b> Certification Number: _____																
<b>b. Mailing Address:</b> Office of Research Services 3451 Walnut Street, Rm. P221 Franklin Bldg. Philadelphia, PA 19104-6205	<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">4d. Women Business Enterprise</td> <td style="width: 10%; text-align: center;"><input type="checkbox"/> Yes</td> <td style="width: 30%; text-align: center;"><input checked="" type="checkbox"/> No</td> </tr> <tr> <td>4e. Minority Business Enterprise</td> <td style="text-align: center;"><input type="checkbox"/> Yes</td> <td style="text-align: center;"><input checked="" type="checkbox"/> No</td> </tr> <tr> <td>4f. Disadvantaged Business Enterprise</td> <td style="text-align: center;"><input type="checkbox"/> Yes</td> <td style="text-align: center;"><input checked="" type="checkbox"/> No</td> </tr> <tr> <td>4g. Veteran Owned Business Enterprise</td> <td style="text-align: center;"><input type="checkbox"/> Yes</td> <td style="text-align: center;"><input checked="" type="checkbox"/> No</td> </tr> <tr> <td>4h. Service Disabled Veteran Owned Business Enterprise</td> <td style="text-align: center;"><input type="checkbox"/> Yes</td> <td style="text-align: center;"><input checked="" type="checkbox"/> No</td> </tr> </table>		4d. Women Business Enterprise	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	4e. Minority Business Enterprise	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	4f. Disadvantaged Business Enterprise	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	4g. Veteran Owned Business Enterprise	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	4h. Service Disabled Veteran Owned Business Enterprise	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
4d. Women Business Enterprise	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No															
4e. Minority Business Enterprise	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No															
4f. Disadvantaged Business Enterprise	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No															
4g. Veteran Owned Business Enterprise	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No															
4h. Service Disabled Veteran Owned Business Enterprise	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No															
<b>5. DESCRIPTION OF WORK BY SUBCONTRACTOR</b> OPE will support with several phases of the research evaluation process. Work on the project will start in February of 2015 and end in July of 2015. Phase I: Survey Design OPE will support with the design and analysis of the statewide survey given to teachers, administrators, and specialists. This will include the following tasks: Researching other teacher evaluation surveys used by districts and states; Helping construct survey items and scales Phase II: Case Study Data Collection OPE will support with the qualitative data collection and analysis efforts. This will include the following tasks: Helping develop codes for qualitative data collection based on teacher evaluation research; Supporting with interviews and focus group data collection Phase III: Analysis & Presentation of results OPE will support with the analysis and presentation of findings. This will include the following tasks: Supporting coding of interview and focus group transcripts; Supporting with descriptive analyses of results across districts, schools and subgroups of teachers; Conducting analyses to determine which factors at the school-level (e.g., information from the TELL survey) and individual-level (e.g., teacher demographic data) influence district and school perceptions of and performance on DPAS-II																	
<b>6a. NAME OF PERSON SIGNING</b> <i>Kathleen M. Shaw</i>	<b>7. BY (Signature)</b> <i>Original on File</i>	<b>8. DATE SIGNED</b> <i>1/16/15</i>															
<b>6b. TITLE OF PERSON SIGNING</b> <i>Executive Director</i>																	
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>																	
<b>9a. NAME OF PERSON SIGNING</b> Leona Joseph	<b>10. BY (Signature)</b> <i>Original on File</i>	<b>11. DATE SIGNED</b>  <div style="font-size: small; text-align: center;">             Digitally signed by Leona Joseph              DN: cn=Leona Joseph, o=Trustees of the University of Pennsylvania, ou=Research Services, email=cljoseph@upenn.edu, c=US              Date: 2015.01.16 11:23:17 -0500           </div>															
<b>9b. TITLE OF PERSON SIGNING</b> Associate Director, Research Services	1/16/15																

\* Use a separate form for each subcontractor





RESEA-3 OP ID: KEH

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

01/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Univest Insurance, Inc  
PO Box 381  
521 West Main Street  
Lansdale, PA 19446  
Kurt Hunsberger

**CONTACT NAME:** Kurt E. Hunsberger, CIC

**PHONE (A/C, No, Ext):** 215-362-7000

**FAX (A/C, No):** 866-931-5521

**E-MAIL ADDRESS:**

**INSURER(S) AFFORDING COVERAGE**

**NAIC #**

**INSURER A:** Selective Insurance Group

12572

**INSURER B:** Selective Ins Co. of Southeast

39926

**INSURER C:** Travelers Casualty & Surety

31194

**INSURER D:**

**INSURER E:**

**INSURER F:**

**INSURED** Research for Action, Inc.  
100 S. Broad Street, Suite 700  
Philadelphia, PA 19110-1004

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			S 2078406	06/29/2014	06/29/2015	EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Business Owners						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY			S2078406	06/29/2014	06/03/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			S2078406	06/29/2014	06/29/2015	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB						AGGREGATE \$
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 9001523	06/29/2014	06/29/2015	E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Travelers			105499712	10/02/2014	10/02/2015	PROF LIAB 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Consultants/ Education.

**CERTIFICATE HOLDER****CANCELLATION**

#

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
Kurt Hunsberger



STATE OF DELAWARE  
DEPARTMENT OF EDUCATION

**Attachment 9**

Contract No. RFP # DOE 2015-07  
Contract Title: **AN EVALUATION OF THE DELWARE PERFORMANCE  
APPRAISAL SYSTEM – SECOND EDITION (“DPAS-II”)**

EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146<sup>th</sup> General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1. Number of employees reasonable anticipated to be employed on the project:  
8

2. Number and percentage of such employees who are bona fide legal residents of Delaware: 0

Percentage of such employees who are bona fide legal residents of Delaware:  
0

3. Total number of employees of the bidder: 28

4. Total percentage of employees who are bona fide resident of Delaware: 0

If subcontractors are to be used:

1. Number of employees who are residents of Delaware: 0

2. Percentage of employees who are residents of Delaware: 0

“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.