

# Wisconsin Statewide Value-Added with MAP Consortium 2015-16

## AGREEMENT FOR SCHEDULED SERVICES

**DATE:** \_\_\_\_\_

**DISTRICT:** Madison Metropolitan School District

**ADDRESS:** 545 W Dayton Street  
Madison, WI 53703

**CONTACT PERSON:** \_\_\_\_\_

**CONTACT TELEPHONE:** \_\_\_\_\_

**CONTACT EMAIL:** \_\_\_\_\_

**DATA CONTACT:** \_\_\_\_\_

**DATA CONTACT TELEPHONE:** \_\_\_\_\_

**DATA CONTACT EMAIL:** \_\_\_\_\_

**VENDOR INFORMATION:** Education Analytics, Inc.

**TYPE OF SERVICE:** District and School Level Value Added by Grade/Subject using the NWEA MAP test

**TOTAL CONTRACT COST:** \$0 per tested student (math and reading)

# Wisconsin Statewide Value-Added with MAP Project 2015-16

An AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between

Madison Metropolitan School District (hereinafter the "MMSD") with offices for the transaction of business located at 545 W Dayton Street, Madison, WI 53703 and Education Analytics, Inc. (hereinafter the "Consultant") with offices for the transaction of business located at 131 W. Wilson St., Suite 200, Madison, WI 53703.

IN CONSIDERATION of the mutual promises of the parties hereto and for other good and valuable consideration, the parties agree as follows:

## 1. Term:

The term of this Agreement shall commence on June 30, 2016 and shall terminate on December 31, 2016. Notwithstanding the aforesaid term, the Consultant shall perform his/her services only to the extent authorized by MMSD and/or it's designee and in the manner set forth in paragraph 3 of this Agreement, and in no event beyond December 31, 2016 except upon mutual agreement between the parties.

## 2. Conditions:

MMSD shall retain the Consultant, and the Consultant shall serve MMSD based upon the terms and conditions hereinafter set forth.

## 3. Services:

The Consultant shall complete the Scope of Work as outlined in Attachment A.

## 4. Fees for Services:

\$0

## 5. Termination:

Either party may terminate this Agreement on thirty (30) days written notice, with or without cause.

## 6. Data Sources

- a) MMSD will sign NWEA's release form allowing NWEA to transfer MMSD's test data to Consultant.
- b) In signing this contract, MMSD authorizes DPI to disclose student-level information to the Consultant for the purpose of linking demographic, enrollment, and other necessary data elements to student test scores during the analysis.

- i. If data from DPI cannot be used to link student test scores to student demographic data as required by the value-added model, then Consultant will terminate the contract as outlined in the Termination section of the contract.
- ii. NWEA student identifiers (full name, date of birth, and any other identifying information) will be sent to DPI with all test data removed to link the state and test IDs. No MAP test scores will be sent to DPI.
- c) All data will be destroyed after 10 years or as required in disclosure forms.
- d) The Consultant may add de-identified data to its national student growth reference group database.

## 7. Data Sharing

Consultant and MMSD hereby agrees to the following regarding its receipt, storage, handling, study and reporting of the MMSD Data shall be subject to the addendum to the pilot agreement entered into the agreement by the parties on 11/13/2013.

## 8. Deliverables Acceptance:

Unless otherwise stated in the Statement of Work (set forth in Attachment A), MMSD shall advise the Consultant in writing within fifteen (15) days of receipt of a deliverable whether MMSD accepts or rejects such deliverable. In the event that MMSD does not respond in writing within such fifteen (15) day period, then the deliverable shall be deemed accepted. If MMSD rejects a deliverable within the fifteen (15) day period, then MMSD shall provide to the Consultant a written statement of the reasons for such rejection. Upon rejection, the Consultant shall correct such errors within twenty (20) business days and resubmit the deliverable to MMSD for evaluation pursuant to this Section.

## 9. Relationship Between the Parties:

The Consultant and/or Consultant's representatives acknowledge that they will not hold themselves out as employees of MMSD. The Consultant and/or Consultant's representatives are retained by MMSD only for the purposes and to the extent set forth in this Agreement, and their relationship to MMSD shall, during the periods of service hereunder, be that of an independent contractor. The Consultant and/or Consultant's representatives shall not be considered as having employee status and shall not be entitled to participate in any of its workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, the relationship between the Consultant and/or Consultant's representatives and MMSD shall not be construed to create a principal-agent relationship, or partnership or joint venture.

## 10. Defense and Indemnification:

Each party shall be responsible for any and all losses, damages, expenses and liability caused by the gross negligence or willful misconduct of such party or its representatives and each party agrees to indemnify and hold harmless the other party against any and all claims made or any amount required to be paid, and actually paid by each party (including reasonable attorneys' fees and costs), which results from the indemnifying party's actions.

11. Agreement:

- a) Any alteration, change, addition, deletion, or modification of any of the provisions of this Agreement or any right either party has under this Agreement must be made by mutual assent of the parties in writing and signed by both parties.
- b) This Agreement shall be governed by the laws of the State of Wisconsin. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- c) This Agreement constitutes the full and complete agreement between the Consultant and MMSD, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto.
- d) Dispute Resolution. In the event of a dispute among the parties to this Agreement regarding the provisions of this Agreement, any party may, by written notice to the other parties, call for mediation of the dispute before a mediator to be agreed upon by the parties. If the dispute is not resolved by mediation within 30 days of such notice, then any party may proceed to exercise all rights and remedies available under applicable law and this Agreement.
- e) The undersigned representative of the Consultant hereby represents and warrants that the undersigned is an officer, director or agent of the Consultant with full legal rights, power and authority to enter into this Agreement on behalf of Education Analytics, Inc. and to bind Education Analytics, Inc. with respect to the obligations enforceable against Education Analytics, Inc. in accordance with the terms contained herein.

12. Miscellaneous:

- a) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- b) Assignment. Neither party may assign its interests in this Agreement without the prior written consent of the other party; provided, however, such party's consent shall not be unreasonably withheld.

- c) No Waiver. Neither party shall, by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach by the other party of any of the provisions of the Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other shall not be construed as nor constitute a continuing waiver of such breach or of breaches of the same or other provisions of this Agreement.
  
- d) Notice. Unless otherwise specifically provided in this Agreement, all notices and other communications required or permitted to be given hereunder shall be in writing, directed or addressed to the respective addresses of the parties set forth below, and shall be either (i) delivered by hand, (ii) delivered by an internationally recognized commercial overnight delivery service, (iii) mailed postage prepaid by registered or certified mail, or (iv) transmitted by facsimile or electronic mail, with receipt confirmed. Such notices shall be effective: (a) in the case of hand deliveries when received; (b) in the case of overnight delivery service; when received in accordance with the records of such delivery service; (c) in the case of registered or certified mail, upon the date received by the addressee as determined by the Postal Service; and (d) in the case of facsimile or electronic mail notices, when electronic indication of receipt is received.

If to MMSD:                    545 W Dayton Street  
   Madison, WI 53703

If to Consultant:            Education Analytics, Inc.  
   131 W. Wilson St, Suite 200  
   Madison, WI 53703

**IN WITNESS WHEREOF**, the undersigned hereby acknowledge that they have read and fully understand the foregoing Agreement and further, that they agree to each of the terms and conditions contained herein.

MMSD Representative:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Dated:

\_\_\_\_\_

\_\_\_\_\_  
**EDUCATION ANALYTICS, INC.**  
FED ID No. 46-1580391

Dated:

\_\_\_\_\_

# Attachment A: Wisconsin Statewide Value-Added with MAP Project 2015-16 Scope of Work

Consultant will provide value-added estimates using NWEA MAP assessment for participating districts in Wisconsin. This is a chance for school districts to use another measure of educator performance besides value added from the state test. The details of the project are below.

## Model Scope

- District-Level, School-Level and Grade-Level Team estimates
  - Math & Reading
  - Language Usage will be investigated for usability
  - Grades K-9 (based on the data available)
  - MMSD will receive the District report and THREE schools at their choosing.
- Data Sources
  - MAP test data provided by NWEA
  - Demographic and enrollment information provided by DPI
    - If Consultant is unable to obtain demographic data from DPI, then Consultant will terminate the contract as outlined in the Termination section of the contract.
- Timeline
  - MMSD signs and returns signed contract to Consultant by June 1, 2016
  - MMSD signs data release agreement and provides copy to EA by June 1, 2016
  - NWEA and DPI will begin the transfer of data to Consultant June 6, 2016
  - Consultant delivers the Value-Added results to MMSD's contact 6 weeks after all data has been delivered to Consultant
- Testing time period
  - Spring 2015 – Fall 2015 – Spring 2016 data will be collected and analyzed.
    - Spring to Spring models are the preferred model. In the event where Spring to Spring models can't be run, Fall to Spring models will be used. If there is not sufficient data to run the spring to spring models on most grades and subjects, the Consultant will notify the MMSD and terminate the contract.
- Funding (except as provided in Section 5), as invoiced by CESA 2 and described in Timeline
  - \$0
- Deliverables:
  - Consultant will provide an Excel file with the district results and THREE schools selected with the following:
    - District-level Value-Added estimates in math and reading in grades K-9 (based on testing) in z-score units centered at 3 (most results falling in a 1-5 range) with color-coding labels and confidence intervals

- School-level Value-Added estimates in math and reading in grades K-9 (based on testing) in z-score units centered at 3 (most results falling in a 1-5 range) with color-coding labels and confidence intervals
- Consultant will provide a PDF reports with the district results and THREE schools selected (same schools as the excel file) with the following:
  - District-level Value-Added estimates in math and reading in grades K-9 (based on testing) in z-score units centered at 3 (most results falling in a 1-5 range) with color-coding labels and confidence intervals
  - School-level Value-Added estimates in math and reading in grades K-9 (based on testing) in z-score units centered at 3 (most results falling in a 1-5 range) with color-coding labels and confidence intervals
- Consultant will provide a summary explanatory document regarding the proper interpretation and usage of the results
- Consultant will provide participating districts the opportunity to attend a meeting to discuss results and recommended next steps.
- Definitions:
  - Test Data: NWEA will provide student test scores on the NWEA MAP assessment along with measurements error characteristics
  - Demographic Data: Student demographic data is provided by DPI. This data will include student-level demographic characteristics such as Gender, Free/Reduced Price Lunch Status, English Language Learner Status, etc.
  - Test/Demographics Linkage Data: NWEA student ID will be used to link the Test Data to the Demographic Data. DPI will provide the test/demographics linkage.