State of Nevada

MASTER

Part I A – Technical Proposal	
RFP Title:	School Climate/SEL Survey
RFP:	3179
Vendor Name:	NCS Pearson, Inc., Clinical Assessment within the School division
Address:	19500 Bulverde Road, San Antonio, TX 78259
Opening Date:	May 6, 2015
Opening Time:	2:00 PM

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Vendor Information Sheet

V1	Company Name	*NCS Pearson, Inc.*

V2	Street Address	*19500 Bulverde Rd.*

V3	City, State, ZIP	*San Antonio, TX 78259*

V4	Telephone Number		
	Area Code: *800*	Number: *627-7271*	Extension:

V5	Facsimile Number		
	Area Code: *800*	Number: *232-1223*	Extension:

V6	Toll Free Number		
	Area Code:	Number:	Extension:

V7	***Contact Person for Questions / Contract Negotiations, including address if different than above***
	Name: *Jane Miller*
	Title: *Senior Program Manager*
	Address:
	Email Address: *jane.miller@pearson.com*

V8	Telephone Number for Contact Person		
	Area Code: *860* *800*	Number: *844-8506* *627-7271*	Extension: *262026*

V9	Facsimile Number for Contact Person		
	Area Code: *800*	Number: *232-1223*	Extension:

V10	***Name of Individual Authorized to Bind the Organization***	
	Name: *Eugene G. Bowles*	Title: *VP of Global Product Development for Clinical Assessment, a division of NCS Pearson, Inc.*

V11	Signature ***(Individual must be legally authorized to bind the vendor per NRS 333.337)***	
	Signature: Eugene G. Bowles	Date: 4/29/2015

State Documents

Signature Page from Amendments

Attachment A – Confidentiality and Certification of Indemnification

Attachment C – Vendor Certifications

Attachment J – Certification Regarding Lobbying

Copies of Vendor Licensing Agreements

Copies of Applicable Certifications/Licenses

Signature Page from Amendments

State of Nevada
Department of Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Greg Smith
Administrator

SUBJECT:	Amendment 1 to Request for Proposal 3179
RFP TITLE:	School Climate/SEL Survey
DATE OF AMENDMENT:	April 27, 2015
DATE OF RFP RELEASE:	April 6, 2015
OPENING DATE:	May 6, 2015
OPENING TIME:	2:00 PM
CONTACT:	Annette Morfin, Procurement Staff Member

The following shall be a part of RFP ***3179.*** If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

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1. What is the budgeted value of an awarded contract?

   The dollar amount varies based on the determined roll out of the survey. The budgeted amount begins at $175,000 a year for five years, but could be enhanced to up to $350,000 depending on the scope of the survey and number of students surveyed.

2. If our survey is exclusively online, what technologies/infrastructure already exists within the schools to allow students with disabilities to take the survey? For current partners, often times accommodations are made for individuals to read the survey aloud to vision impaired students. Will similar accommodations be possible?

   As of Spring 2015, all schools are set up to take tests and surveys online. Read aloud accommodations are possible.

3. The RFP references a 28-day turnaround for paper based survey but does not express a similar timeline for online surveys. Is there a specific timeline expectation?

   28 days from the close of the administration of the survey.

4. What is the Bighorn System and what are the expectations for the files and content to be transferred to and from it? Would providers be expected to build new technologies to communicate with the Bighorn System?

   Bighorn is NDE's secure data transfer system for handling student level data. Vendors would require secure file transfer capability, but will be able to communicate with Bighorn via the internet.

5. Is it a correct assumption that the Bighorn System would be used to roster student data? If so, how often are data collected and updated for the Bighorn System? What is the strategy for addressing discrepancies that exist between data available through the Bighorn System and actual students attending Nevada Public Schools?

Rosters come from district level student information systems, not from Bighorn. NDE does verify the data that is received from districts and it is updated daily. NDE will walk the selected vendor through the process.

6. Will reports be made public?

Yes.

7. Who will be the primary audience of survey information?

There are a number of expected audiences. Principals and districts will be able to use the data for school improvement efforts, the Department of Education will be able to use the information for technical assistance purposes, grantors and evaluators will be able to use the information as an evaluation of their effectiveness, parents will be able to see student perception of their school climate.

8. What do you mean by Principal Certification in Section 3.7.3?

Form required by the state, collected each year. The Vendor doesn't have to worry about this.

9. What will be the expectations for the Vendor Presentations the week of June 11th? Will these presentations be in person?

Presentations do not need to be in person. NDE would like to see an example of the survey, how it meets our needs, and an example of what sort of reports NDE would be able to generate.

10. Can you clarify the meaning of "normed/valid" survey in this context? For example, are there any specific characteristics you would expect of a survey that was normed and valid?

NDE would expect the survey to have been developed by testing experts, piloted, and revised so that NDE knows the survey is dependable and stable for what the survey is designed to measure. NDE would like the constructs that make up the overall school climate ranking to be valid independently of one another, to aid with data-based decision-making in terms of intervention selection.

11. Can you confirm the scope of the survey as defined in section 5.2 – is the assumption that the total population to be surveyed will be 245,000 (based on a sample of 35,000 students in each of six grades [6-12])?

Yes, although potentially this will be done in a piloted roll-out of grade levels over time.

12. 1. In Section, 1.8.1.1 it states that NDE wants to be able to gauge mental health factors at a school level to promote the growth in that arena in the schools, as well as, to provide NDE with comparison data from school to school. What specific aspects of mental health are desired?

NDE would like to understand students' social and emotional strengths, as well as some of the mental health issues that are rated on instruments such as the YRBS (depression, bullying issues, etc.)

13. In section 1.8.1.2 it states that "NDE also wants to be able to distill this information down to sub-group populations, including race/ethnicity, gender, socio-economic status (SES), etc." Can you provide clarification on these variables? How quickly can the selected vendor expect to receive the desired sub-group information? Also, what level of assurance should the vendor have, upon receipt of the subgroup information, that the data is accurate?

    NDE would assume that this information could be garnered as a part of the survey, or, if student identifiers are applied, they would work with district student information systems in order to match students with their demographics.

14. Section 3.1.4.2 states that the data gathered should be analyzed into useable information. It also outlines NDE's expectations around the data being sensitive to change. What is the timeline for deployment of said interventions? Is there an expectation to conduct a survey administration before and after an invention(s) is implemented? Will the NDE provide information about each participating school, such as school demographics? Will student demographics also be provided?

    NDE plans to implement the survey once in the fall as a baseline, and then in the spring for the next four years. Many interventions in our piloting districts will be introduced at about the same time as the first survey administration. The school demographics can be gathered at the school/district/ or state level.

15. With respect to the 28 calendar day release referenced in Section 3.6.4, can there be a preliminary release to NDE and then a final release to district and school level stakeholders at a later date?

    There can be an earlier release to the NDE, but in order for the assessments to be used formatively, we want to get the information back to the schools as soon as possible, so still within that 28-day time frame.

16. Section 3.7.1 references the need for psychometric support to scoring, data analysis and reporting. To whom should this psychometric support be provided? Also, can more detail be provided around the expectations for support?

    Vendors should be prepared to show NDE the school reports they expect to be able to garner as a result of the survey and be able to show NDE what information they expect us to be able to get through reading those reports. By the third year, we would also like to see trend data in the form of reports.

17. Section 4.1.2 references registration requirements with the State of Nevada, Secretary of State's Office as a foreign corporation prior to contract execution. About how much time would it take to be recognized by the State and will any exceptions be made for a selected vendor, with respect to the overall timeline, should this step be required?

NDE can't speak to how long the Secretary of State's office will take, but if the vendor begins taking the appropriate steps upon the issuance of the Letter of Intent and through no fault of their own are unable to keep to the deadline, exceptions can be made.

18. Section 11.3.3.1 notes that "the contractor shall be subject to inspection and acceptance by the State"; what data does the NDE require, e.g., student-level responses? What is the protocol and frequency for inspection of the contractor?

    Once the contract is in place; NDE will work with the contracted vendor to make sure that the contract is being operated as it should. Your response to the RFP will determine the "inspection and acceptance" by the independent evaluation committee.

19. We would like to confirm that NDE does not want a transmission of respondent-level data. That is, all deliverables to NDE will be aggregated to the school or district levels

    Yes.

20. In addition to a technical report, would NDE like a report that aggregates survey data to the state level at the end of each contract year?

    Potentially, but it isn't currently a requirement of this project.

21. Can NDE clarify the meaning of "principal certifications" described in section 3.7.3.3?

    See Answer to Question 8.

22. Section 1.5 notes that this contract would service the seventeen (17) local school districts and a Public Charter Authority. Can you confirm how many schools in total will be eligible for the survey, and whether all will be required to participate or be allowed to opt in for the five year project? Are they all PK-12 environments, or will the contractor be supporting alternative sites and other custom environments?

    This is dependent upon the survey instrument being proposed. At the minimum, NDE would like to survey all middle and high schools in the state, but are interested in looking at what is available for elementary schools as well. Legislation will determine whether there is an opt in option or a requirement. NDE doesn't believe that has been determined at this time. Vendors can see the Department of Education website, particularly the Nevada Report Card, for more information about individual schools and the number of schools.

23. Section 3.3.1.1 states: The intention will be to pilot the selected survey in either specific grade levels or a specific district, with the intention of full scale roll out by the end of the contract period as more funding becomes available. Does NDE have a requirement for the # of schools that need to participate in the pilot in year one or will the vendor be defining the pilot? Also, how will the statewide roll-out be phased? I.e. would NDE be open to a slow roll-out to the entire state over the course of the subsequent four years, or is the survey expected to be administered to all schools in Year Two of the grant onward?

    NDE has certain requirements based on grant awards given to the State. The Vendors would not necessarily be expected to administer to all schools in Year Two (dependent on current legislation that is not yet determined), but would meet with a team at NDE to help design the pilot. At a minimum, NDE needs to include 3-6 districts in the first year.

24. Is NDE interested in other levels of reporting aside from school- and district-level (i.e. aggregate reports by level, norming data or trend data over years, etc.)?

Yes, very interested.

25. How will NDE staff be engaged with this project? Does the State have regional coordinators that could support the roll-out of this work to the schools? If so, how are they broken up, and how much of their time could/would be allocated to this project?

NDE has a small team of grant leaders who will meet to help with determining the roll out of the project, etc. but NDE does not have any local level school support outside of the first year of the pilot in the grant funded districts.

26. Section 3.7.2 notes using the Nevada Bighorn Portal for secure data transfer. Can NDE specify the server environment for Nevada Bighorn and the requirements for the vendor's use of this portal in terms of transfer of responses to the vendor for analysis and report generation? Also, what is the expectation from the State on where the survey will "live" - in the vendor's environment or within the State's infrastructure for ongoing administration and reporting?

Nevada Bighorn is a sequel server. The vendor needs access to the internet and secure file transfer capabilities and will work with the NDE to develop specific protocol. We expect the survey to 'live' with the NDE at the end of the five years, so NDE can work to develop an infrastructure that would allow NDE to continue administering the survey at the end of the grant which funds this project.

27. Will reports be publicly posted? Are there specifications for the vendor on how data needs to be presented (types of graphs/ charts, specific platform or format, etc.)?

Yes, but NDE is interested in seeing their options as to what type of information is possible in terms of the reports.

28. In section 3.4.1.6, it notes that the vendor is responsible for costs related to the meeting room and meals. Would NDE be responsible for securing the rooms and ordering food for attendees? Can you provide clarity on how these costs should be built into the Cost Proposal or how it can be incorporated into the travel reimbursement if that is the intended process?

The NDE can secure rooms, etc. and costs can be listed as 'allocated meeting expenses'.

29. Please confirm that NDE would like all responses to be anonymous, and no identifiers at the respondent level are required as part of this grant.

NDE would like this to be an anonymous survey, although de-identified numbers may be assigned in order to match student records for demographic purposes, etc.

30. Will NDE require the raw data in addition to the school- and district-level reports?

Yes.

31. What reader software does NDE use for schools with visually impaired students?

This is a district by district decision.

32. Does NDE require a copy of the full surveys and sample reports for the proposal?

Yes.

33. Will the vendor be required to track any other school-level indicators as part of the reporting, such as graduation rates, attendance, incident rates, performance indexes?

No.

34. Is NSD open to a collaborative survey instrument design, with norming conducted by selected vendor using pilot school response data?

Potentially.

ALL ELSE REMAINS THE SAME FOR RFP 3179.

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: NCS Pearson, Inc.

Authorized Signature: Eugene G. Bowles

Title: Eugene G. Bowles, VP of Global Product Date: 4/29/2015
Development for Clinical Assessment, a division of NCS Pearson, Inc.

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal.

Attachment A – Confidentiality and Certification of Indemnification

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in separate binders marked "**Part I B Confidential Technical**" and "**Part III Confidential Financial**".

The State will not be responsible for any information contained within the proposal. Should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in ***Section 2 "ACRONYMS/DEFINITIONS."***

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part I B – Confidential Technical Information			
YES		NO	X
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES	X	NO (See note below)	
Note: By marking "NO" for Public Record CD included, you are authorizing the State to use the "Master CD" for Public Records requests.			

Part III – Confidential Financial Information			
YES		NO	X
Justification for Confidential Status			

NCS Pearson, Inc.

Company Name

Eugene G Bowles

Signature

Eugene G. Bowles, VP of Global Product Development for Clinical Assessment, a division of NCS Pearson, Inc.

Print Name

4/29/2015

Date

Attachment C – Vendor Certifications

ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

(1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.

(2) All proposed capabilities can be demonstrated by the vendor.

(3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.

(4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.

(5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.

(6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.

(7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

(8) All employees assigned to the project are authorized to work in this country.

(9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.

(10) The company has a written policy regarding compliance for maintaining a drug-free workplace.

(11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

(12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

(13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

NCS Pearson, Inc.

Vendor Company Name

Eugene G. Bowles

Vendor Signature

Eugene G. Bowles, VP of Global Product Development for Clinical Assessment, a division of NCS Pearson, Inc.

Print Name

4/29/2015

Date

Attachment J – Certification Regarding Lobbying

ATTACHMENT J – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By: Eugene G. Bowles 4/29/2015

Signature of Official Authorized to Sign Application — Date

Eugene G. Bowles, VP of Global Product Development for Clinical Assessment, a division of NCS Pearson, Inc.

For: NCS Pearson, Inc.

Vendor Name

RFP 3179 for School Climate/SEL Survey

Project Title

Copies of Vendor Licensing Agreements

LICENSE AND SERVICES AGREEMENT

PLEASE CAREFULLY READ THIS LICENSE AGREEMENT BEFORE ACCEPTING BELOW. PROCEEDING WITH REGISTRATION, OR ACCESSING, USING, PRINTING, OR DISPLAYING THE LICENSED PRODUCT(S) AND SERVICES INDICATES CUSTOMER'S ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE WITH THESE TERMS, CUSTOMER SHOULD DECLINE REGISTRATION AND CUSTOMER MAY NOT ACCESS, USE, PRINT, OR DISPLAY THE LICENSED PRODUCTS(S) AND SERVICES. IN THIS AGREEMENT, ALL REFERENCES TO CUSTOMER SHALL ALSO INCLUDE ITS LICENSED USERS.

1 LICENSED PRODUCT(S) AND SERVICES

1.1 This agreement ("License") is entered into by and between the Customer and Service Provider, each referred to herein as a "Party" and collectively as the "Parties," effective as of the date signed by Pearson below ("Effective Date"). The Service Provider is NCS Pearson, Inc., a Minnesota corporation, with corporate headquarters at 5601 Green Valley Drive, Bloomington, Minnesota 55437, United States of America, through its Clinical Assessment division ("Pearson"). The Customer is a person, organization, public entity, business entity or enterprise which: (a) has paid a fee to, or is otherwise authorized by Service Provider, to access and use the Licensed Product(s) and Services, and has conferred the right on certain of its individual employees or agents to be its Licensed User(s); and (b) Customer and its Licensed Users have agreed to be bound by the terms and conditions of this License.

Customer:	Nevada Department of Education 515 E. Musser St, Suite 300 Carson City, NV 89701

1.2 Licensed Product(s) and Services. The Service Provider has developed certain proprietary products, documentation, software applications and platforms, (the "Licensed Product(s)") which it makes available to Customers via the Internet on a subscription basis, and may include, but not be limited to, additional services related to support, implementation, training, professional development, and other services as offered by Service Provider and ordered by the Customer (the "Services") at the quantities described and the Term indicated in the written Schedule(s) agreed between Customer and Service Provider, which may be listed below, (collectively, the "Licensed Product(s) and Services"). The parties incorporate into this License by attachment or reference the Schedule(s) listed below, if any.

Schedule 1	Pearson's Proposal Response to RFP 3179, School Climate/SEL Survey

1.3 Term. The initial term for Customer's access to the Licensed Product(s) and Services shall begin on the date that Pearson makes the Licensed Product(s) and Services available for Customer use, and shall continue for a period consistent with the fees paid to Pearson. This License shall end at the expiration of the then-current term, unless the parties mutually agree to renewal, and if so, shall be renewed so long as Service Provider receives the applicable fees for the renewal term prior to the expiration of Customer's then-current Term and Customer complies with the terms of this License. The fees for any such renewal term shall be at Service Provider's then-current rates, unless otherwise mutually agreed in writing.

1.4 Fees. The Customer agrees to pay Service Provider, in accordance with Service Provider's invoice terms, the fees charged for the Licensed Product(s) and Services in accordance with this License. The Service Provider agrees to license the Licensed Product(s) and provide the Services, during the Term. The Customer shall pay all applicable local sales and use taxes and/or duties arising from or relating to the transactions contemplated in this License. Proof of tax exempt status must be provided to Service Provider for any order to be treated as a tax exempt transaction. If payment is not made in a timely manner under the terms of the License, Service Provider reserves the right to either suspend or terminate the Customer's access and account at its discretion, and thereafter to collect any amount due and pursue any other remedies that may be available.

1.5 License Grant. During the Term of and subject to the terms and conditions of this License, including payment of all applicable fees, the Service Provider hereby grants to the Customer a non-exclusive, non-transferable, limited license and right to use, and permit its Licensed Users to use, the Licensed Product(s) and Services during the Term. Except as expressly stated herein, this License does not grant the Customer any rights, title, or interest in, patents, copyrights, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses with respect to the Licensed Product(s) and Services.

1.6 Provision and Access. Service Provider agrees to provide Customer access to and use of the Licensed Product(s) and Services. Service Provider may, in its discretion, from time to time, as determined by Service Provider, add new features, functionality or content to the Licensed Product(s) and Services; limit, modify or discontinue existing

SAMPLE

features, functionality or content made available with the Licensed Product(s) and Services; or incorporate revisions into the Licensed Product(s) and Services as may be deemed appropriate by Service Provider. All Licensed Product(s) and Services features, modules, and changes to the Licensed Product(s) and Services provided or made available hereunder, including all future enhancements, will be considered part of the Licensed Product(s) and Services and are subject to, and will be governed by, the terms of this License. Notwithstanding the above, Service Provider in its sole discretion, may issue a New Product. The "New Product" shall mean new products, programs or modules developed by Service Provider that provide features, functions or applications not included in the Licensed Product(s) and Services originally licensed by Customer and for which additional license fees may apply as determined by Service Provider. A New Product may be usable with or in addition to the Licensed Product(s) and Services originally licensed by Customer. New Products will be licensed to Customer under the terms of Service Provider's then-current license agreement only after payment of applicable Fees.

1.7 Availability. Service Provider may from time to time perform scheduled maintenance and upgrades on the Licensed Product(s) and Services, and during such periods the Licensed Product(s) and Services may not be accessible. Service Provider will make reasonable efforts to communicate to Customer information regarding such scheduled maintenance and upgrades. Customer acknowledges that the availability of an on-line service is at times dependent on factors beyond Service Provider's control and that there may be non-scheduled periods of unavailablity, and Customer releases Service Provider from any and all liability related to or resulting from any scheduled or non-scheduled periods of unavailablity.

2 INTELLECTUAL PROPERTY RIGHTS

2.1 Ownership. The Service Provider owns or licenses all intellectual property and proprietary rights in the Licensed Product(s) and Services, including all copyrights, patents, trademarks, trade secrets, work product, data, and all other proprietary and intellectual property rights in existence now or arising in the future in and to the Licensed Product(s) and Services, and any enhancements to the Licensed Product(s) and Services thereof, with such rights protected by copyright, trade secret, and other intellectual property laws.

2.2 U.S. Government Restricted Rights, applicable if Customer is U.S. government. If Customer is the United States Government or any agency or instrumentality thereof, the Licensed Product(s) and Services are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government of the Licensed Product(s) and Services are subject to restriction as set out in: (a)(c)(1)(ii) of the Rights in Technical Data and Computer Information clause at DFAR 252.227-7013 (October 1988), if You are subject to Department of Defense Federal Acquisition Regulations; or (b) FAR 52.227-19 (June 1987), if You are not subject to the DFAR. Licensed Product(s) and Services is a "commercial item" as that term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. §12.212, 48 C.F.R. §227.7202 and 48 C.F.R. §52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government end users acquire Licensed Product(s) and Services only with those rights set forth herein.

2.3 Third Party Providers. Customer also may be subject to additional terms and conditions that may apply when Customer uses affiliated services, third-party content or third-party software. The Customer acknowledges that the Licensed Product(s) and Services may enable or assist Customer to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Service Provider makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Service Provider. The Service Provider recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Service Provider does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Licensed Product(s) and Services.

3 CUSTOMER'S OBLIGATIONS

3.1 Use and Conduct. Customer shall not, and shall not permit its Licensed Users to: (a) do anything to infringe upon, harm or take any action contrary to, or that would diminish the validity of, any ownership rights in the Licensed Product(s) and Services; (b) introduce any computer virus or other code or routine intended to disrupt, monopolize, flood, damage, alter, or delete any information into the Licensed Products(s) and Services, (c) remove or alter any copyright, trademark or patent notices that appear on any portion of the Licensed Product(s) and Services; (d) copy, rent, lease, sublicense, distribute publicly, modify, create derivative works, or otherwise commercially exploit the Licensed Product(s) and Services; (e) modify, alter, enhance, delete, or reproduce any portion of the Licensed

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Products(s) and Services, (f) reverse engineer, decompile, disassemble or otherwise reproduce Licensed Product(s) and Services, or (g) otherwise act in a fraudulent, tortuous, malicious, illegal, or grossly negligent manner. Customer's rights in Licensed Product(s) will be limited to those expressly granted herein, and Service Provider reserves all rights not expressly granted in this document.

3.2 Customer Content. The Customer or its Licensed Users shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data and any content provided to Service Provider. To the extent that the Licensed Product(s) and Services allows Customer to input or post any Customer Data and other content, Customer will not input or post any Customer Data and other content that (a) infringes any patent, copyright, trade secret or other proprietary right of any other party, or is (b) indecent, obscene, libelous, slanderous, illegal, or otherwise inappropriate. Customer acknowledges and agrees that Service Provider may delete, or require Customer to delete, any such inappropriate content from the Licensed Product(s) and Services upon determining in its sole discretion, or upon receiving notice from Customer or any third party of any claim, that such content is infringing upon the intellectual property rights of a third party, or that such content is indecent, obscene, libelous, slanderous, illegal, or otherwise inappropriate.

3.3 Access; Passwords. Customer acknowledges and agrees that, by granting user identifications and passwords, Customer controls, defines and manages access to all Customer Data and related records and data that will be used within the Licensed Products(s) and Services. Service Provider shall provide Customer with the ability to generate passwords and/or user identifications, which shall be used by Customer to provide access to the Licensed Products(s) and Services. Customer will instruct its Licensed Users as to the importance of maintaining the confidentiality of passwords and/or user identifications. Customer acknowledges that Customer's data security may be compromised if Licensed Users do not follow appropriate security procedures to maintain the security of the Licensed Products(s) and Services, including, without limitation, maintaining the confidentiality of User names and passwords, frequent changing of passwords, creation of appropriate passwords, and maintaining appropriate internal controls to monitor access to and use of the Licensed Products(s) and Services. Customer will promptly report any security concerns to Service Provider through Service Provider's technical support line. Customer will secure all necessary prior parental and student consents (if any are required) for the collection, storage and use of education records and personal information within the Licensed Products(s) and Services.

3.4 Compatible Platforms/Hardware. Customer is responsible for meeting hardware, operating system, and other technical requirements necessary to properly access the Licensed Products(s) and Services. Service Provider will not be responsible for any incompatibility between the Licensed Products(s) and Services and any ISP or any versions of operating systems, hardware, browsers or other products not specifically approved by Service Provider for Customer's use with the Licensed Products(s) and Services. Service Provider will make written requirements available to Customer at Customer's request. Customer is responsible for providing the necessary environment and equipment to access the Licensed Products(s) and Services, including access to the Internet.

4 CUSTOMER DATA; DATA PRIVACY AND SECURITY

4.1 Definition and Ownership. "Customer Data" shall mean all data input by Customer into the Licensed Product(s) and Services, whether input by Customer, its Licensed Users, or by the Service Provider on the Customer's behalf, that pertains to Customer or its Licensed Users. All Customer Data submitted by Customer to Service Provider, whether posted by Customer or by its Licensed Users, or the Service Provider on the Customer's behalf, is and shall remain the sole and exclusive property of Customer or its Licensed Users.

4.2 Customer Data. Service Provider is provided a limited license to Customer Data to collect, process, store, generate, and display Customer Data to the extent necessary in the providing of the Services. Service Provider will not access data entered by Customer in the course of using the Licensed Product(s)s and Services, except in the following limited circumstances: (a) to provide Customer with technical support, solely at Customer's request and with Customer's permission; (b) on a limited-access basis to install updates or produce regular backups; (c) on an anonymous, aggregated basis only, provided that we use non-personally identifiable statistically aggregated data raw response data and other information collected for our development, research, quality control, operations management, security and internal marketing purposes, and to enhance, develop or improve the Licensed Product(s) and Services, and if non-identifiable data is provided to our researchers, developers and contractors, they shall be equally committed or obliged to protect such information, and d) to comply with valid legal requirements such as a law, regulation, search warrant, subpoena or court order.

4.3 Family Educational Rights, and Privacy Act (FERPA), if applicable to Customer. In order to ensure that Service Provider's Customers are in compliance with FERPA, Service Provider shall not use personally identifiable student data in any manner other than as required to fulfill performance of the services to the Customer for the Licensed Product(s) and Services. Service Provider will not disclose that data to any person or entity other than as authorized by the Customer or to comply with any valid legal requirements.

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4.4 Data Privacy and Security. Without limiting Service Provider's obligation of confidentiality herein, Service Provider shall maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the Customer Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Customer Data; (c) protect against unauthorized disclosure, access to, or use of the Customer Data; (d) ensure the proper disposal of Customer Data; and, (e) ensure that all employees, agents, and subcontractors of Service Provider, if any, comply with all of the foregoing.

4.5 Server Locations, U.S. and Canada: Service Provider serves U.S. and Canadian Customers through servers located in the Customer's respective countries, as follows: (a) For Customers located in the U.S., the Customer Data under this License are stored on Service Provider's servers located in Iowa City, Iowa, in the United States of America, and accessible only by authorized employees, agents and contractors of Service Provider. Service Provider takes numerous measures to maintain the security and confidentiality of Customer Data including provision of secure hosting facilities for the storage of Customer Data that use encryption and/or physical security measures, as well as firewall protection and restricted, password protected access. (b) For Customers located in Canada, the Customer Data under this License are stored on Service Provider's servers located in Toronto, Ontario, in Canada, and accessible only by authorized employees, agents and contractors of Service Provider. Service Provider takes numerous measures to maintain the security and confidentiality of Customer Data including provision of secure hosting facilities for the storage of Customer Data that use encryption and/or physical security measures, as well as firewall protection and restricted, password protected access.

4.6 Customer Data Escrow. Any Customer Data entered by Customer is made available to Customer through the Licensed Product(s) and Services. Customer has the ability to export its data at any time. In addition, if at any time Customer decides to discontinue use of the Licensed Product(s) and Services, Customer Data will be destroyed and removed from all servers and Customer will be offered the option of receiving a copy of all such data prior to its destruction.

5 CONFIDENTIALITY

5.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this License. A party's Confidential Information shall not be deemed to include information that: (a) is or becomes publicly known other than through any act or omission of the receiving party; (b) was in the other party's lawful possession before the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

5.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this License. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this License.

6 WARRANTY; LIMITATION OF LIABILITY

6.1 Disclaimer of Warranties. PEARSON EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. PEARSON DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT(S) AND SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE LICENSED PRODUCT(S) AND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT(S) AND SERVICES WILL BE CORRECTED. FURTHERMORE, PEARSON DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE LICENSED PRODUCT(S) AND SERVICES IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CUSTOMER.

6.2 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE, LICENSED PRODUCT(S), THIRD PARTY SOFTWARE, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED; HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS LICENSE, CUSTOMER SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO SERVICE PROVIDER HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT(S) OR SERVICES ON WHICH THE CLAIM IS BASED. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF SERVICE PROVIDER EXCEED THE TOTAL AMOUNT OF MONEY PAID BY CUSTOMER TO

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SERVICE PROVIDER DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD WITH RESPECT TO THE PARTICULAR SUPPORT SERVICES ON WHICH THE CLAIM IS BASED.

7 TERMINATION

7.1 Either Party shall have the right to terminate this License in whole or in part, without cause and for convenience upon ninety (90) days written notice to the other Party. In addition, either party shall have to the right to terminate this License, in whole or in part, if the other party breaches any of its obligations under this License. To terminate this License, the non-breaching party shall provide written notice of breach to the breaching party. The breaching party shall have 30 days from receipt of such notification to cure such breach. In the event such breach is not cured within such 30 day period, either party may provide the other party written notice of termination of this License. In the event of any termination of this License, Customer shall not be relieved of any obligation to pay any sums of money that have accrued prior to the date of termination. Notwithstanding the above, there shall be no cure period for Customer's breach of Service Provider's Intellectual Property Rights under this License. If this License is terminated or expires for any reason, Service Provider will allow Customer access to Licensed Product(s) for not more than thirty (30) days for the sole purpose of exporting Customer's Data.

8 INDEMNIFICATION

8.1 To the extent a Party is permitted by law to do so, each Party shall indemnify, defend, and hold harmless the other Party and its officers, directors, affiliates, agents, contractors, and employees, from any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or relating to any act, error or omission, negligence, or misconduct of the Party in connection with its obligations and performance under this License, provided that the indemnifying Party is given prompt notice of any such claim and being given the opportunity to control the defense of the claim.

8.2 The Service Provider shall indemnify and defend the Customer, and its officers, directors, affiliates, agents, contractors, and employees, against any claim that the Licensed Product(s) and Services, in the form delivered by the Service Provider to the Customer, infringes any patent, copyright, or trade mark of a third party existing at the time of delivery, provided that: (a) the Service Provider is given prompt written notice of any such claim; (b) the Customer provides reasonable co-operation to the Service Provider in the defense and settlement of such claim, at the Service Provider's expense; and (c) the Service Provider is given sole authority to defend or settle the claim. In no event shall the Service Provider be liable to the Customer to the extent that the alleged infringement is based on: (a) a modification of the Licensed Product(s) and Services by anyone other than the Service Provider; or (b) the Customer's use of the Licensed Product(s) and Services in a manner contrary to the instructions given to the Customer by the Service Provider.

9 GENERAL PROVISIONS

9.1 Independent Contractor. Each Party and its employees are independent contractors and not employees of the other Party. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the Parties. Neither party will have any right to enter into any contracts or commitments in the name of, or on behalf of the other or to bind the other in any respect whatsoever.

9.2 Force Majeure. Neither Party shall be held liable to the other Party for delays or failure of performance where such is caused by supervening conditions beyond that Party's control, including acts of God, civil disturbance, war, riot, fire, flood, strikes or labor disputes. The delayed party shall use its best efforts to minimize the delays so caused, and notify the other party promptly upon the occurrence of any such event, and inform the other party of its plans to resume performance. If any provision of this License is invalid or unenforceable under any applicable statute or rule of law, this License shall be enforced to the maximum extent possible to effectuate the original express intent of the Parties.

9.3 Counterparts; Entire Agreement. This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties agree that a facsimile signature may substitute for and have the same legal effect as the original signature. This License, including any incorporated Schedules, constitute the complete and entire agreement between the Parties, and supersedes all prior discussions, understandings, arrangements, proposals and negotiations with respect to same. This License shall not be modified or amended without the written agreement of both Parties.

9.4 Headings; Severability; Waiver. Section headings are used for convenience only and shall not affect the scope, meaning, or intent of this License or any provisions herein. If any provision of this License is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this License shall remain in full force and effect. The failure by one party to require performance of any provision shall not affect that party's right to

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require performance at any time thereafter, nor shall a waiver of any breach or default of this License constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

9.5 Assignment. This License or any of the rights granted by this License may not be assigned, in whole or in part or otherwise delegated, conveyed, pledged or transferred by Customer to any third party without the prior written consent of Service Provider. Any attempted assignment, transfer, or delegation without such consent shall be void.

9.6 Notices. Any and all notices shall be sent by U.S First Class or Certified Mail or by a courier service furnishing proof of delivery (postage and delivery prepaid). In the case of notices to Service Provider, such notices shall be sent to: NCS Pearson, Inc., 5601 Green Valley Drive, Bloomington, Minnesota 55437 Attn.: Clinical Assessment Contracts. In the case of notices to Customer, such notices shall be sent to Service Provider's address of record for Customer. Either party may change its notice address by notifying the other in like manner.

9.7 Governing Law. This License and any claims arising from or related to this License shall be governed by and construed in accordance with the laws of the State of Minnesota, and the federal laws of the United States of America. The State and Federal courts in Minnesota will have exclusive jurisdiction over any controversy relating to this License. All issues involving Copyright, Trademark, and Patent will be construed in accordance with the laws of the United States. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

IN WITNESS WHEREOF, the parties hereto have caused this License to be duly executed and effective as of the Effective Date above written.

CUSTOMER	**SERVICE PROVIDER**
Nevada Department of Education	**NCS Pearson, Inc.**
By: Printed Name: Title: Date:	By: Printed Name: Title: Date:

SAMPLE

Copies of Applicable Certifications/Licenses

NCS PEARSON, INC.

New Search | Calculate Fees | Print ()

Business Entity Information			
Status:	Active	File Date:	08/29/1984
Type:	Foreign Corporation	Entity Number:	C5951-1984
Qualifying State:	MN	List of Officers Due:	08/31/2015
Managed By:		Expiration Date:	
Foreign Name:		On Admin Hold:	No
NV Business ID:	NV19841011933	Business License Exp:	08/31/2015

Additional Information	
Central Index Key	

Registered Agent Information			
Name:	NATIONAL REGISTERED AGENTS, INC. OF NV	Address 1:	311 S DIVISION ST
Address 2:		City:	CARSON CITY
State:	NV	Zip Code:	89703
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Corporation		
Jurisdiction:	NEVADA	Status:	Active
View all business entities under this registered agent ()			

Financial Information			
No Par Share Count:	0	Capital Amount:	$ 600,000.00
Par Share Count:	20,000,000.00	Par Share Value:	$ .03

Officers			Include Inactive Officers
Director - ROBERT DANCY			
Address 1:	1 LAKE ST	Address 2:	
City:	UPPER SADDLE RIVER	State:	NJ
Zip Code:	07458	Country:	USA
Status:	Active	Email:	
Treasurer - PAUL FLETCHER			
Address 1:	10911 WHITE ROCK ROAD	Address 2:	
City:	RANCHO CORDOVA	State:	CA
Zip Code:	95670	Country:	USA
Status:	Active	Email:	
Director - PHILIP HOFFMAN			
Address 1:	1 LAKE ST	Address 2:	
City:	UPPER SADDLE RIVER	State:	NJ
Zip Code:	07458	Country:	USA

Status:	**Active**	Email:	
President - DOUGLAS KUBACH			
Address 1:	**5601 GREEN VALLEY DRIVE**	Address 2:	
City:	**BLOOMINGTON**	State:	**MN**
Zip Code:	**5543710999**	Country:	**USA**
Status:	**Active**	Email:	
Secretary - STEVEN A WELLS			
Address 1:	**5601 GREEN VALLEY DRIVE**	Address 2:	
City:	**BLOOMINGTON**	State:	**MN**
Zip Code:	**55437**	Country:	**USA**
Status:	**Active**	Email:	

Actions\Amendments
Click here to view 27 actions\amendments associated with this company ()

Disclaimer ()

Attachment B – Technical Proposal Certification of Compliance with Terms and Conditions of RFP

I have read, understand and agree to comply with ***all*** the terms and conditions specified in this Request for Proposal.

YES X I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors ***must*** provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

NCS Pearson, Inc.
Company Name

Eugene G Bowles
Signature

Eugene G. Bowles
Print Name

5/1/2015
Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
1	11.2.2	34 of 52	Pearson maintains a comprehensive insurance program and generally complies with Customer's insurance coverage requirements; however, there may be certain provisions of the State's insurance requirements with which Pearson's policies do not technically comply.
2	11.2.6	34 of 52	Many of Pearson's materials are sold only to qualified schools/school Districts, or restricted to use by qualified individuals. Also, under

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
			some contractual arrangements, our assessment materials may be embargoed in a particular geographic or customer group and not available for purchase except by the contracted customer. Therefore, should Pearson be the successful bidder, Pearson is willing to provide additional services as may be needed to satisfy the requirements of any future agreements with other local governments within the limits of Pearson's qualifications and embargo constraints and subject to the availability of resources to perform such services and provide such materials as required by the contract.
3	11.3.3.2	36 of 52	Pearson warranties are limited to those warranties as described in Section 6 of the Review 360 License and Services Agreement, attached to and incorporated in this response, and to any future Contract resulting from this response.
4	11.4.1.1	37 of 52	Pearson proposes to the State a non-exclusive, non-transferable, limited license and right to use, and permit its Licenses Users to use, the Review 360 Licensed Product(s) and Services during the term of any awarded Contract. Except as expressly stated herein, this License does not grant the State any rights, title, or interest in, patents, copyrights, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses with respect to the Review 360 Licensed Product(s) and Services.
5	11.4.2, 11.4.2.1 11.4.2.2, and 11.4.2.3	37, 38 and 39 of 52	Pearson warranties are limited to those warranties as described in Section 6 of the Review 360 License and Services Agreement, attached to and incorporated in this response, and to any future Contract resulting from this response.

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
6	11.4.2.2	38 of 52	Pearson will hold the Customer harmless and indemnify the Customer against any third party claim that any Licensed Product, in the form delivered by Pearson to the Customer, infringes or violates any valid United States patents or copyrights of a third party existing at the time of delivery; provided that Pearson must be given prompt, written notice of the claim and allowed, at its option, to control the defense and settlement of any such claim. Pearson's obligations under this Section do not apply to any infringement arising out of the use of Licensed Product in combination with systems, equipment or computer programs not supplied by Pearson, or any unauthorized modification of Licensed Product.
7	Attachment D – Section 5 Incorporated Documents	2 of 10	Pearson submits its response on the basis that the State will consider any resulting contract for products and services provided by Pearson to the State to include and incorporate this Attachment B and the proposed product license agreement.
8	Attachment D – Section 8 Billing Submission	2 of 10	Pearson notes that compensation includes license fees for licensed access to the system as provided on an annual subscription basis, and these fees are due at the time the access begins under licensed use. Pearson will work closely with the State to prepare an appropriate payment billing schedule. Pearson also anticipates that this section will be updated following the award and in any resulting contract to reflect the mutually agreed compensation and schedule of project milestones.
9	Attachment D – Section 9 Inspection and Audit	2 of 10	Pearson has no objection to an audit by the Customer of records related to any contract resulting from the RFP, subject to reasonable advance notice and to such audit(s) being

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
			conducted at the location where such Pearson records are kept and during regular business hours. Any documentation provided as part of such audits shall be deemed confidential to Pearson.
10	Attachment D – Section 10.D Time to Correct	3 of 10	Pearson proposes that in the event of breach, the breaching party shall have 30 days from receipt of such notification to cure such breach.
11	Attachment D – Section 10.E(3) and E (4) Winding Up Affairs Upon Termination	4 of 10	Pearson is proposing its pre-existing and proprietary off-the-shelf print and software products and related materials in its response to the RFP. Therefore, upon termination or expiration of any awarded contract, the State's license to use Pearson's products will immediately terminate, and no ownership rights or other intellectual property rights will transfer to the State as a result of any such termination. Pearson acknowledges that the State retains the rights in State-specific data and materials, including any student data belonging to any end user school or district, and that the State will have the ability to export /download their data from the system at any time, including upon termination of the contract. However, Pearson will retain all rights, including but not limited to, all intellectual property rights in any of its print, software or training products and associated materials provided to the State or any end user school or district. Pearson does not grant the State the right to make copies of, prepare derivative works of, or reproduce any software or print materials, or any other rights beyond those granted by Pearson as part of the license.
12	Attachment D – Section 11. Remedies	4 of 10	Pearson notes that the States' remedies are limited to purchase price and as subject to the applicable license agreement.

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
13	Attachment D – Section 12. Limited Liability	4 of 10	Pearson proposes the following language to be included in any awarded Contract: Neither party shall be liable for any special, exemplary, indirect, incidental or consequential damages arising out of or in connection with this Contract, applicable license agreement , license product(s), third party software, support, services, or other items provided; However, that the foregoing exculpation of liability shall not apply with respect to damages incurred as a result of the gross negligence or willful misconduct of a party. In any event, in respect of any claim, demand or action arising out of this Contract, Customer shall be limited to receiving actual and direct damages in a maximum aggregate amount equal to the charges paid by the State to Pearson hereunder for the applicable Licensed Product(s) or Services on which the claim is based. In addition, in no event will the liability of service provider exceed the total amount of money paid by the State to Pearson during the immediately preceding twelve (12) month period with respect to the particular support services on which the claim in based.
14	Attachment D – Section 14. Indemnification	4 of 10	Pearson proposes adding the following to this provision: This provision is subject to Contractor's receiving prompt written notice of any claim and being given the opportunity to control the defense of the claim.
15	Attachment D – Section 16. Insurance Schedule	6 of 10	Pearson maintains a comprehensive insurance program and generally complies with Customer's insurance coverage requirements; however, there may be certain provisions of the State's insurance requirements with which Pearson's policies do not technically comply. Pearson clarifies that, upon request, it shall provide insurance

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
			certificates, not policies and evidence, to the Contracting Agency of the State.
16	Attachment D – Section 16. A. Insurance Coverage	6 of 10	Pearson respectfully requests the following revisions to the Insurance Coverage as listed under the Insurance Schedule provision as noted in **bold** font: **To the extent the additional insured status applies, the Contractor's policies** ~~**Any insurance or self insurance available to the State**~~ shall be in excess of and non-contributing with, any **similar** insurance **maintained by the State** ~~required from the Contractor. Contractor's insurance policy shall apply on a primary basis~~**.** Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance **as soon as reasonable practicable following the renewal or replacement** ~~no less than thirty(30) days before the expiration or replacement~~ of the required insurance.
17	Attachment D – Section 16. B (1) Additional Insured	7 of 10	Pearson respectfully requests the following revisions to the Additional Insured section as listed under the Insurance Schedule provision as noted in **bold** font: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be **included** ~~named~~ as a additional insured ~~for all liability arising from the Contract.~~
18	Attachment D – Section 16. B (3) Cross Liability	7 of 10	Pearson respectfully requests the following revisions to the Cross Liability listed under the Insurance Schedule provision as noted in **bold** font:

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
			All **policies requiring additional insured states** ~~required liability policies~~ shall provide cross-liability coverage as would be achieved under the standard ISO separation of insured's clause.
19	Attachment D – Section 16. B (4) Deductibles and Self-Insured Retentions	7 of 10	Pearson notes that all deductibles and self-insured retentions shall be paid by Contractor.
20	Attachment D – Section 16. B (5) Policy Cancellation	7 of 10	Pearson notes in the event Contractor receives notice of cancellation of coverage, Contractor shall promptly replace the affected policy so that no lapse of insurance occurs.
21	Attachment D – Section 16. B (6)(a) Approved Insurer	7 of 10	Pearson agrees that each insurer policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers **reasonably** acceptable to the State.
22	Attachment D – Section 16. C(1) Evidence of Insurance	7 of 10	Pearson respectfully requests the following revisions to the Evidence of Insurance section listed under the Insurance Schedule provision as noted in **bold** font: …The certificate must name the State of Nevada ~~its officers, employees and immune contractors as defined in NRS 41.0307~~ as the certificate holder…
23	Attachment D – Section 16. C(2) Additional Insured Endorsement	7 of 10	Pearson notes that it has manuscript written policies, therefore the ISO forms listed in this provision are not applicable
24	Attachment D – Section 16.C (3) Schedule of Underlying Insurance Policies	7 of 10	Pearson notes that if Umbrella or Excess policy is evidenced to comply with limits, and is required, it will provide a <u>certificate of insurance</u>, not a copy of the underlying Schedule.

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
25	Attachment D – Section 16.C (4) Schedule of Underlying Insurance Policies	7 of 10	Pearson notes that its policies are proprietary; therefore we do not provide copies to third parties.
26	Attachment D – Section 21. State Ownership of Proprietary Information	8 of 10	As previously stated, Pearson is proposing a proprietary and pre-existing product that contains a non-exclusive, non-transferable, limited license. While Pearson acknowledges that the State retains the rights in State-specific data and materials, Pearson shall retain all rights, including but not limited to, all intellectual property rights in any of its print, software or training products and associated materials provided to the State or any end user school or district.
27	Attachment D – Section 26. Warranties	9 of 10	Pearson products are offered only under the warranties contained in and offered under Pearson's Review 360 License and Service Agreement, attached to the response, and incorporated by reference into any future agreement.
28	Attachment D – Section 29 Assignment of Antitrust Claims	9 of 10	Pearson notes in the event that a court of competent jurisdiction has determined that antitrust violations occurred by Pearson and orders Pearson to refund any such overcharges, Pearson agrees to comply with such order.
29	Attachment E – Insurance Schedule for RFP 3179, Indemnification Clause	46 of 52	Pearson respectfully requests the following revisions to the **Indemnification** section listed under Attachment E as noted in **bold** font: Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
			all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") **made, brought, or incurred by any third party** for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim ~~or amount arising out of or recovered under the Workers' Compensation Law or arising out of~~ **resulting from** the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against ~~any and all~~ claims **resulting from the negligence, recklessness or willful misconduct of the Contractor**. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.
30	Attachment E – Insurance Schedule for RFP	46 of 52	Pearson respectfully requests the following revisions to the **Insurance Requirements** section listed under Attachment E as noted

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
	3179, Insurance Requirements		in **bold** font: "…any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may ~~arise from or in connection with~~ **result from** the performance of the work…" "…The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might ~~arise out of~~ **result from** the performance of the work…"
31	Attachment E – Insurance Schedule for RFP 3179, A (1) (a) and (2)(a) Commercial General Liability – Occurrence Form and Automobile Liability	46 of 52	Pearson respectfully requests the following revisions to the **Section A (1) and (2)** section listed under Attachment E as noted in **bold** font: "~~The policy shall be endorsed to include the following additional insured language~~: The State of Nevada shall be ~~named~~ **included** as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor."
32	Attachment E – Insurance Schedule for RFP 3179, A(3)(a)	46 of 52	Pearson requests the deletion of the requirement regarding that its Worker's Compensation and Employers' Liability policy contain a waiver of subrogation against the State of Nevada.
33	Attachment E – Insurance Schedule for RFP 3179, B. Additional Insurance Requirements	46 of 52	Pearson respectfully requests the following revisions to the **Section B** section listed under Attachment E as noted in **bold** font: The **Commercial General Liability and Automobile Liability** policies shall include, or be endorsed to include, the following provisions: ~~1. On insurance policies where the State of Nevada is named as an additional insured,~~

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
			~~the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.~~
34	Attachment E – Insurance Schedule for RFP 3179, C. Notice of Cancellation	46 of 52	Pearson clarifies that the insurance industry revised the standard ACORD form certificates as of October 1, 2010, replacing the notice language such that notices are now provided to the first named insured only. Therefore, upon receipt of any notice of cancellation, non-renewal, or material modification of any such insurance policy or policies, copies of said notice will promptly be forwarded to the Customer by Pearson.
35	Attachment E – Insurance Schedule for RFP 3179, E. Verification of Coverage	46 of 52	With respect to maintaining insurance policies, Pearson does not agree that not providing certificates should be a material breach of the any resulting contract as certificates may get lost, misplaced or lost in the mail. In addition, with respect to the State reserving the right to require complete certified copies of all insurance policies, Pearson notes that its policies contain proprietary information that cannot be disclosed to third parties.

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

SECTION 3 – SCOPE OF WORK

3.1 PROPOSING VENDORS MUST PROVIDE A COMPREHENSIVE SUMMARY OF THE RECOMMENDED SURVEY AND RELATED SERVICES OR PRODUCTS.

3.1.1 NDE is open to consideration of proposed online or computer adaptive surveys, as well as, to traditional paper/pencil formats.

3.1.2 NDE is open to consideration of surveys administered to students only, or to students, staff, and parents.

3.1.3 At a minimum, NDE is intending to survey all middle and high school students, but NDE is interested in surveying younger students as well, if the surveys are normed and validated for younger ages.

3.1.4 Tasks, Activity, Deliverables and Objectives

3.1.4.1 Task: Administer a normed/valid survey to middle and high school students in the State.

A. Objective: Rate, at a minimum, the student's perception on student engagement, relationships, school safety, the learning environment, and the social and emotional growth of students.
B. Activity: Administer the survey during a prescribed survey window.
C. Deliverable: Ensure notification of privacy rights are follows.
D. Distribute surveys and survey administration instructions to all schools located in Nevada.
E. Activity: Collect responses while protecting survey security.
F. Deliverable: Secure surveys collected.

3.1.4.2 Task: Analyze the data gathered into useable information.

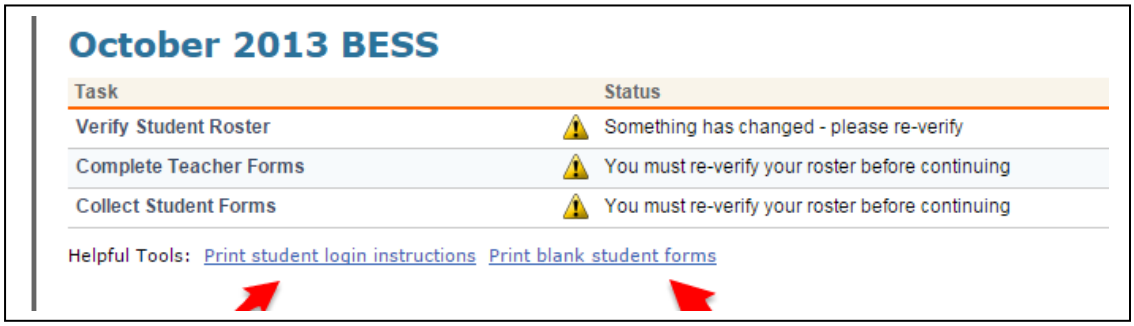
A. Objective: Be able to read the data and determine needs and strengths at the school and district level. NDE expects the data generated to be sensitive to change once interventions are implemented.
B. Activity: Generate school and district reports explaining how schools rated in the categories mentioned above refer to Section 3.1.4.1 A).
   1. These may be broken down into sub-populations, where appropriate.
C. Deliverable: School and district reports of school climate ratings.

Response

Review360® aligns well with the requirements you state in Section 3, Scope of Work.

- ***Administering the Survey***
  Review360 is a web-based system, and it includes on-screen administration for all survey forms for teacher, student, and parent. You may also use paper forms for students and parents, if that is more appropriate for a particular district or school environment. Further, Review360 can accommodate a mixture of on-screen and paper forms. Paper-based forms will need to be entered into the Review360 system, and we provide a "data clerk" web page to facilitate this process.

Here's a screen shot that shows links to both the student login instructions and to printable, blank student forms.



- ***Age Range of Survey***
  Review360 can be used to screen students in grades K – 12, and the assessment used—the BASC™-2 Behavior Assessment System for Children, Second Edition, Behavior and Emotional Screening System (BESS; Kamphaus & Reynolds, 2007) is normed for Pre-K – 12 (norms for ages 2 through 21).

- ***Objectives, Tasks, Activities, and Deliverables***
  The BASC-2 BESS assesses behavioral and emotional functioning of children and adolescents in the context of their school environment. It assesses a wide array of behaviors that represent both behavioral problems and strengths, including internalizing problems, externalizing problems, school problems, and adaptive skills. The assessment produces a single Total Score on that is a reliable and accurate predictor of a broad range of behavioral, emotional and academic problems. Using Review360, teachers can administer the survey within a prescribed survey window, with assurance that privacy rights are observed.

On the following page, we provide a screen shot of the student survey form as it appears online.

DEGLOPPER, SEAN 3961923-1909667090

BASC-2

Behavioral and Emotional Screening System

Randy W. Kamphaus, PhD • Cecil R. Reynolds, PhD

Student Form | Grades 3-12

Instructions:

Listed below are sentences that young people may use to describe how they think or feel or act. Read each sentence carefully.

Mark (N) if the sentence **never** describes you or how you feel.
Mark (S) if the sentence **sometimes** describes you or how you feel.
Mark (O) if the sentence **often** describes you or how you feel.
Mark (A) if the sentence **almost always** describes you or how you feel.

Give the best answer for you for each sentence, even if it is hard to make up your mind. There are no right or wrong answers. Please do your best, tell the truth, and respond to every sentence.

Date: _____

Mark: **N-Never** **S-Sometimes** **O-Often** **A-Almost always**

1. I am good at making decisions.	N	S	O	A
2. I talk while other people are talking.	N	S	O	A
3. I worry but I don't know why.	N	S	O	A
4. I like the way I look.	N	S	O	A
5. I feel out of place around people.	N	S	O	A
6. I feel like I want to quit school.	N	S	O	A
7. People get mad at me, even when I don't do anything wrong.	N	S	O	A
8. I have trouble paying attention to the teacher.	N	S	O	A
9. I am liked by others.	N	S	O	A
10. I feel like my life is getting worse and worse.	N	S	O	A
11. I have trouble sitting still.	N	S	O	A
12. School is boring.	N	S	O	A
13. I feel like people are out to get me.	N	S	O	A
14. I worry about what is going to happen.	N	S	O	A
15. My parents trust me.	N	S	O	A
16. I am left out of things.	N	S	O	A
17. I hate school.	N	S	O	A
18. My parents listen to what I say.	N	S	O	A
19. Teachers are unfair.	N	S	O	A
20. I want to do better, but I can't.	N	S	O	A
21. People think I am fun to be with.	N	S	O	A
22. Teachers make me feel stupid.	N	S	O	A
23. I get blamed for things I can't help.	N	S	O	A
24. People tell me that I am too noisy.	N	S	O	A
25. I get into trouble for not paying attention.	N	S	O	A
26. My parents are proud of me.	N	S	O	A
27. Even when I try hard, I fail.	N	S	O	A

Screening conducted within the Review360 system delivers data gathered into usable information. Review360 reports provide data that helps determine needs and strengths at both school and district level. Data includes information on student engagement, relationships, school safety, the learning environment, and the social and emotional growth of students. Data can be disaggregated into sub-populations and can report school climate ratings. Reports in Review360 can be aggregated and

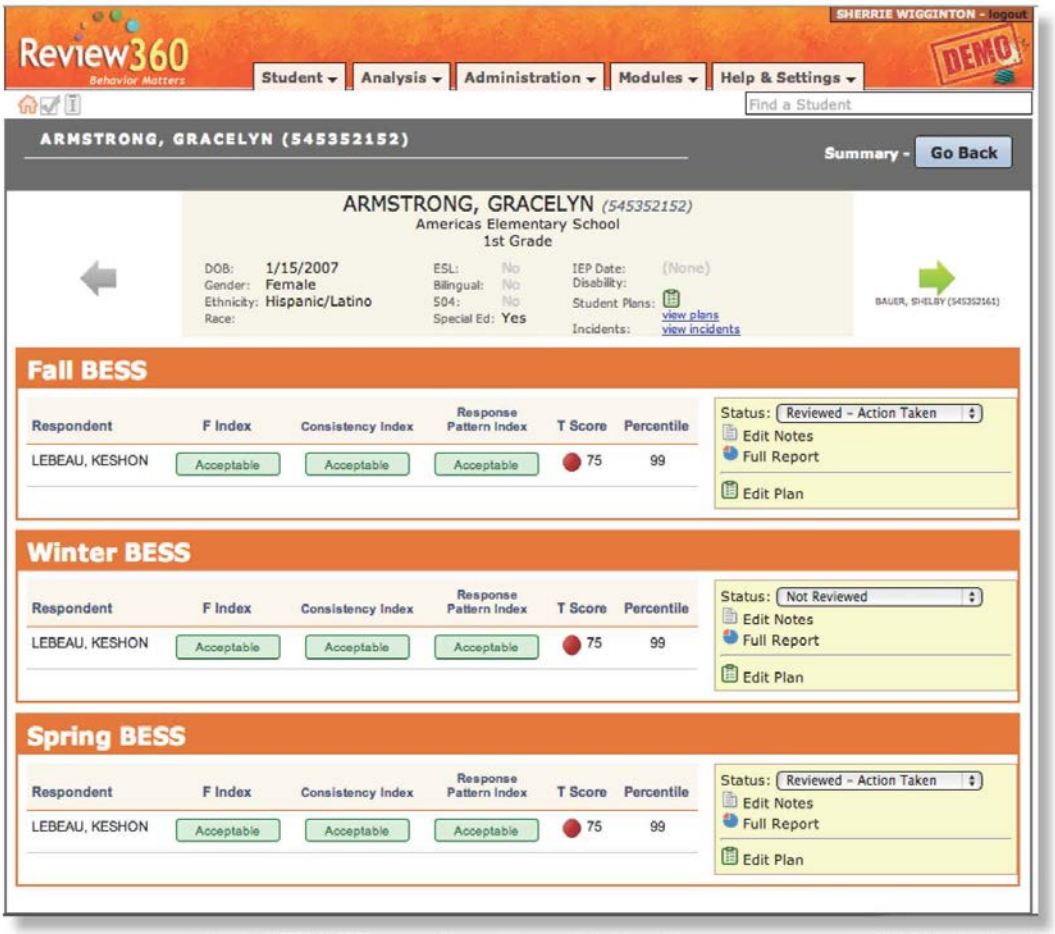
disaggregated by organizational level. Screener reports can also be disaggregated by risk level, grade, ethnicity, and gender. Additionally, custom reporting groups can be established in Review360. Reporting groups can be created for a broad group of students, .i.e. Grade 6, or an ad hoc list of specific students.

Review360 Universal Screening Reports

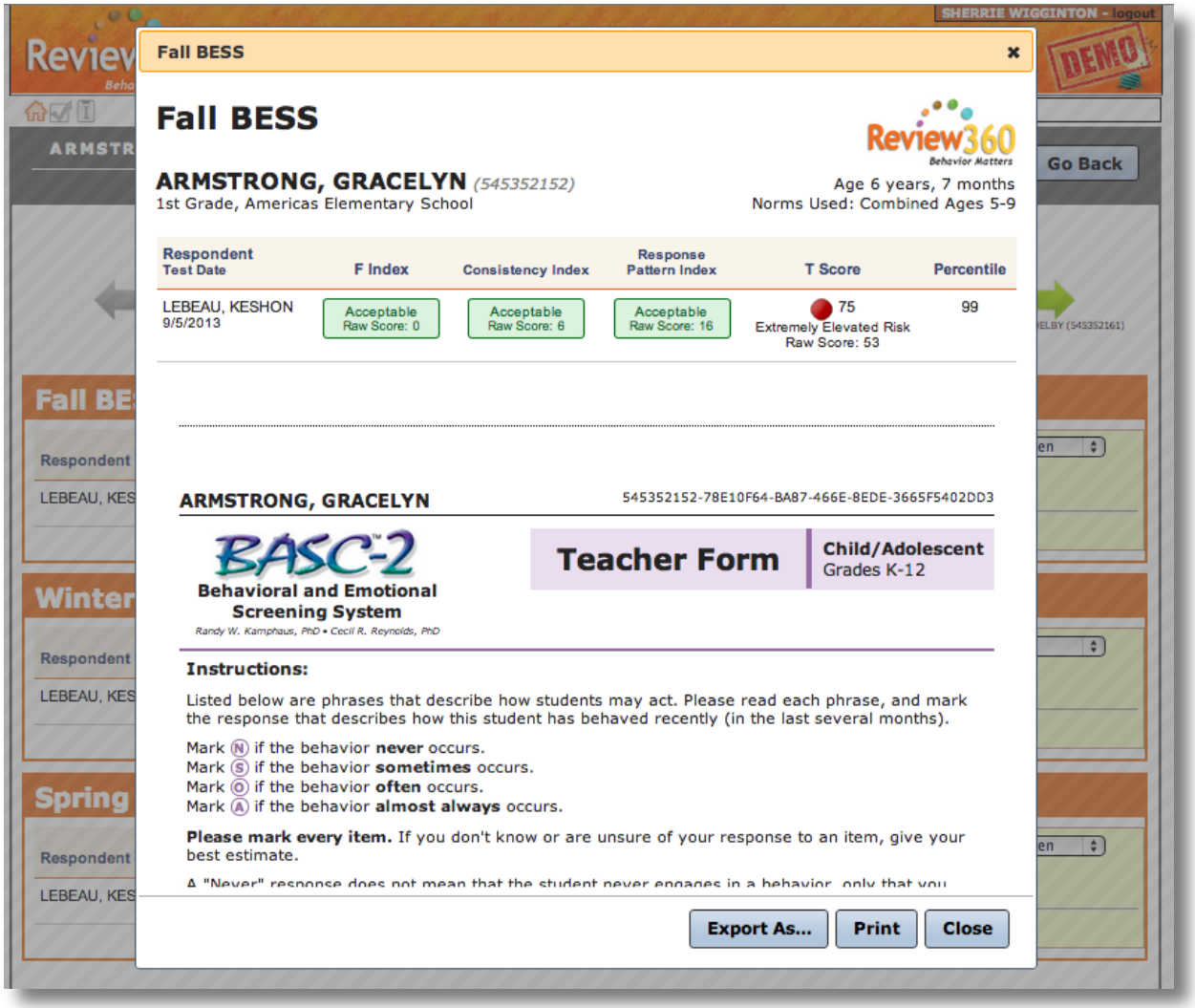
After the screener is administered and the data is entered, the principal or appropriate staff can review the data by means of the reports and graphs available. The reports can look at individual student scores, classroom issues, or they can be used to compare students' scores.

Students identified as at risk by a specified score can be referred to the appropriate staff for follow-up evaluation or additional behavioral support at both the campus and district-wide level. School-wide, classroom, and individual strategies and interventions can be implemented for corrective measures and preventative actions. Parents and guardians of identified students can be notified and engaged in accordance with school or district policies.

The following figure shows an individual student's summary of results after three administrations.

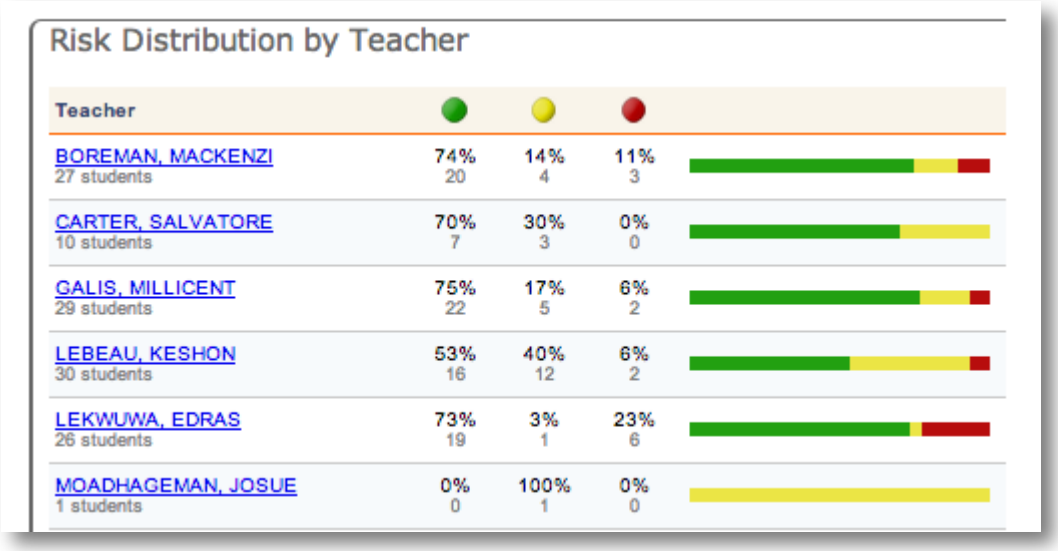


Review360 users can view more detailed information about a specific administration from this report. See the following figure.



Student data can be used for improved decision making regarding school-wide, student-focused initiatives, allocation of resources, and professional development needed.

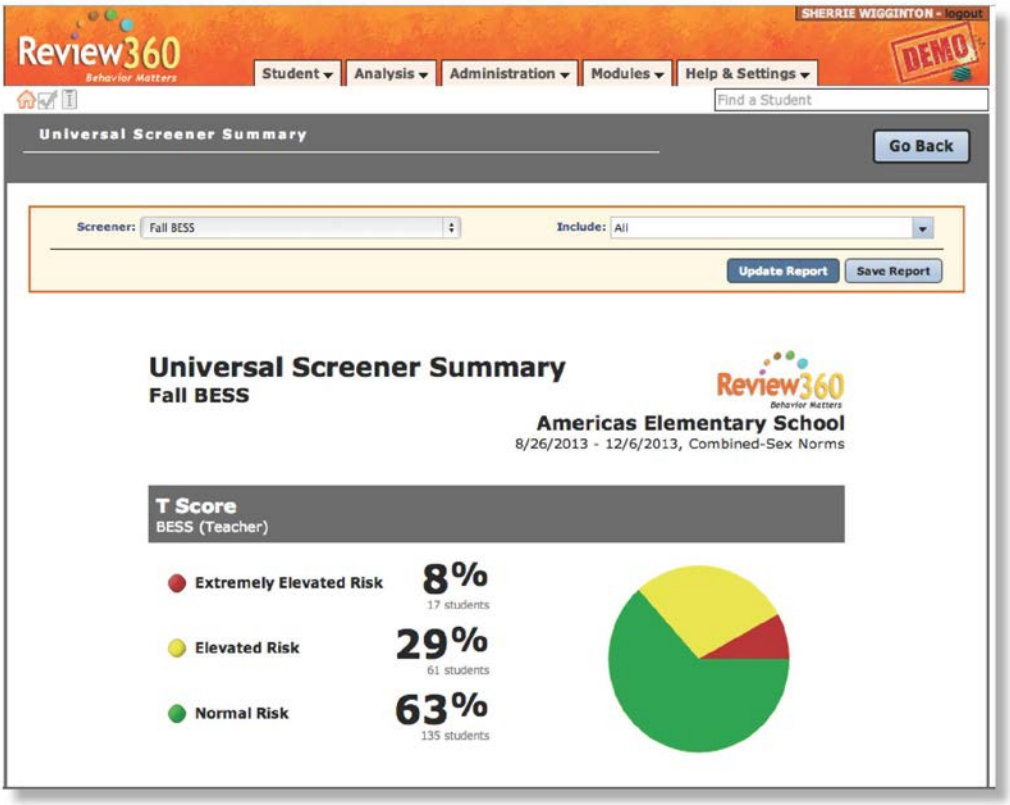
In addition to viewing student results, school administrators can identify teachers in need of further assistance and support in classroom management if those teachers' evaluations of student behavior are outside the norms for other teachers. See the following figures for samples.

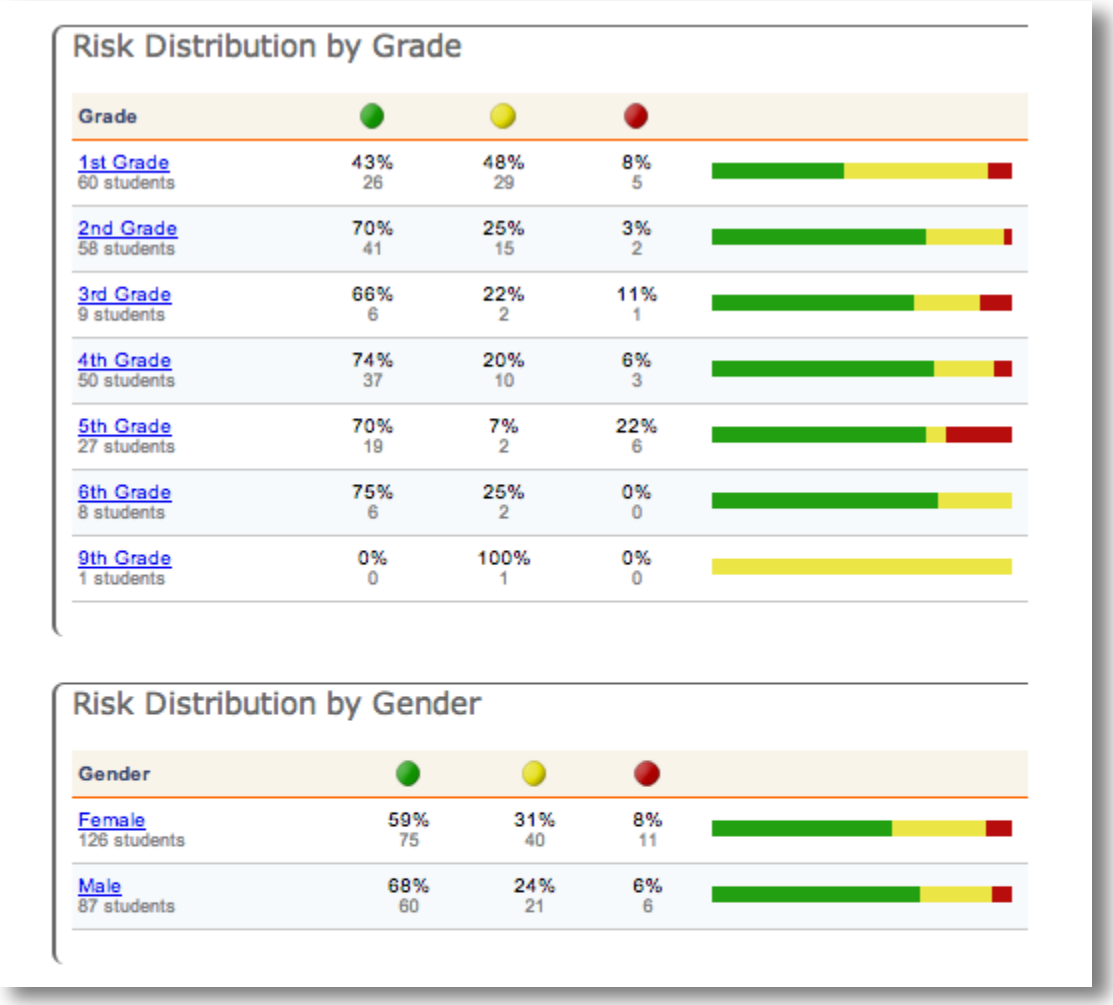


Risk Distribution by Teacher

Teacher			
BOREMAN, MACKENZI 27 students	74% 20	14% 4	11% 3
CARTER, SALVATORE 10 students	70% 7	30% 3	0% 0
GALIS, MILLICENT 29 students	75% 22	17% 5	6% 2
LEBEAU, KESHON 30 students	53% 16	40% 12	6% 2
LEKWUWA, EDRAS 26 students	73% 19	3% 1	23% 6
MOADHAGEMAN, JOSUE 1 students	0% 0	100% 1	0% 0

Green: Normal Risk
Yellow: Elevated Risk
Red: Extremely Elevated Risk





Risk Distribution by Grade

Grade			
1st Grade 60 students	43% 26	48% 29	8% 5
2nd Grade 58 students	70% 41	25% 15	3% 2
3rd Grade 9 students	66% 6	22% 2	11% 1
4th Grade 50 students	74% 37	20% 10	6% 3
5th Grade 27 students	70% 19	7% 2	22% 6
6th Grade 8 students	75% 6	25% 2	0% 0
9th Grade 1 students	0% 0	100% 1	0% 0

Risk Distribution by Gender

Gender			
Female 126 students	59% 75	31% 40	8% 11
Male 87 students	68% 60	24% 21	6% 6

3.2 EXECUTIVE SUMMARY

3.2.1 Proposing vendors must describe in brief general terms how the proposed survey can fit the State's requirements and any specific benefits that the State would receive by choosing this approach over any alternatives.

Response

As we have stated in our response to item 3.1, Review360 fully satisfies the State's requirements.

Review360 is a holistic, research-based behavior improvement

solution that supports early and appropriate identification and intervention with at-risk students, which is key to improving outcomes for everyone.

Pearson and Review360 can deliver the survey and these support services:

Program management

Survey design (The BESS is already designed, validated, and ready to use.)

Item development (Pearson does offer this service. The BESS is developed, ready to use.)

Form publishing, which includes

Test administration, logistics, and data processing

Scoring, data analysis, reporting

(All included in Review360; Pearson does also provide these services.)

Universal Screening is an essential component of helping educators recognize and prevent escalating behaviors. Universal Screening also provides educators with insight for data-based decision-making within RTI models

With Review360, we can also provide school and/or classroom walkthroughs. Specifically, the Review360 team has developed measures similar to the PBIS School-wide Evaluation Tool (SET). In addition to a school-wide walkthrough assessment which administrators can access on line, educators can use a classroom walkthrough assessment to determine if teachers are employing the essential elements of classroom management.

Approximately one out of five students has mental health issues varying from ADHD, aggression, defiance, anti-social behaviors, anxiety and depression. However, only about one percent of those students is properly identified or qualifies for special services.

Universal Screening Identifies At-Risk Students

Review360 provides systematic monitoring with universal screeners that address this prevalence of emotional behavior problems by assessing students' social-emotional functioning. By collecting ratings from direct observations, educators can compute local norms to determine which students are and are not at risk. The aggregated norms assist in early identifying students with atypical behavior, students who may need a more comprehensive evaluation. A systematic framework focuses on various levels of support and screens for students who are at-risk. As a result, educators can identify at-risk students early and administer support. The consequence is improved short- and long-term outcomes for all students.

Review360 is a solution that works across multiple tiers of intervention and delivers a comprehensive system to help Nevada schools

- ***Leverage the resources you already have in place.***
- ***Use effective methods for improving behavioral and academic outcomes for students.***
- ***Develop and activate plans for managing the classroom.***
- ***Facilitate frequent communication by generating daily and summary behavior progress reports for parents/stakeholders.***
- ***Provide legally defensible behavioral data.***

Review360 enables educators to personalize the behavioral aspect of learning for individual students. Review360 provides the platform and methods to help your administrators and teachers skillfully support personalized learning by managing behavior.

Review360 helps administrators and teachers set school-wide expectations for behavior of all students, while providing tools to manage a wide range of behavioral issues. It helps educators implement tiered behavior plans. It addresses students at the Core level of instruction, at-risk students needing Targeted instruction, and high-risk students needing Intensive instruction in both general education and pull-out settings will all levels of school personnel.

Review360 helps educators

- ***Focus on the individuality of the whole student to help educators support his/her personal growth in all areas***
- ***Consolidate and maximize available resources to promote policy and strengthen capacity at the state, district, school, and classroom level***
- ***Leverage new technology to make a positive and measurable impact on the development of students and educators***

Review360, endorsed by the Council of Administrators of Special Education (CASE), is an ideal solution, designed for students Pre-K through Grade 12, to help your staff reduce suspensions, implement anti-bullying initiatives, implement PBIS and generally improve the school climate.

The Review360 software system will help you improve student behavior in general education populations by providing staff with the following:

- ***Universal screening with immediate reporting to help identify students who are at risk so that they may benefit from early and productive intervention***
- ***Progress monitoring to assess student improvement and program effectiveness***

- ***Best practices approaches for common behavioral issues***
- ***Teacher-friendly program implementation support***
- ***In addition to empowering teachers, Review360 provides district-level administrators with the same expert, systematic approach to data, data analysis, and reporting. Review360 capitalizes on the advantages of graphic communication in two aspects of the system: reports like the examples we have shown you above and the district dashboards.***

The Review360 Dashboard, the home page for all Review360 users, provides a common interface that serves as a "grounding point" for your users. To support comfortable and productive use of Review360, the dashboard immediately makes it clear where your teachers and administrators quickly find assistance, should they need it. Functional "widgets" for frequently used capabilities and information can be arranged on the dashboard for optimal visibility.

District Dashboard.

Educators can add dynamic charts and graphs to their dashboard to enable them to make data-driven decisions in real-time.

Review360 delivers a comprehensive system designed to support implementing good school climate practices. Review360 is

- ***Proven. All the resources in Review360 are research and evidence-based.***
- ***User friendly. Educators reach Review360 through a familiar Internet browser. This enables your educators to comfortably ramp up and begin leveraging the program.***
- ***Effective. Schools using Review360 have significantly reduced suspensions and office referrals. The Return on Investment is substantial in terms of expense and, more importantly, in terms of students remaining in positively-oriented classrooms that successfully foster learning. Recent research has shown that, when a student has been suspended twice, the student's risk of dropping out of school increases by 42%.***

  Regarding economically disadvantaged students and English Language Learners, we share with you the following case study of the successful impact made with Review360 in a school district in another state.

Review360®
Behavior Matters

Case Study on the Impact of Review360® and Suspensions

Review360®, in cooperation with a Partner School District, conducted a formative study designed to investigate the impact of the implementation of **Review360® Improving School Climate and Student Behavior Solutions** (PBIS) on student disciplinary incidents.

Study Description
The study examined the first year implementation of the **Review360® Improving School Climate and Student Behavior Solution** in a mid-sized urban district in the Southwest that serves approximately 50,000 students, 95% of which are economically disadvantaged and 99% of the students are of minority heritage. The following objectives were set for the first year implementation:

- Train all teachers and campus level professionals on research-based classroom management practices (Tier I)
- Begin training campus and district level administrators on best practices in school-wide behavior management

During the first year of implementation, 3,274 teachers and school personnel and 515 campus and district administrators received accounts in Review360®. As part of the implementation, teachers and administrators were required to complete web-based training on behavior management available through Review360®. For teachers these training modules included: setting up and implementing a well-managed classroom, observing and assessing student behavior, reporting and communicating student disciplinary problems, and referring students for more intensive positive behavioral support (Tier II and III).

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Additionally, the process of training administrators started with access to training modules that included creating behavior support teams, developing school-wide behavioral expectations, establishing reinforcements and more positive engagements between students and staff, and using school, teacher and student data in the decision-making process. To assess the success of the first phase of implementation, training module completion rates were examined for teachers and administrators. Student disciplinary outcomes were evaluated by collecting in-school and out-of-school suspension and other disciplinary data from the state student information and data system (PEIMS). Specifically, district and school level disciplinary data from the 2010-11 PEIMS were compared to baseline 2009-10 results.

Key Findings

- Of the 3,274 teachers using Review360®, 88% completed all six training modules on how to establish a well managed classroom.
- Of the 515 administrators using Review360®, 53% completed all five modules on building more effective practices to address student behavior at the school level.
- The examination of student suspension data indicated that Review360® had positive impact student outcomes district-wide. Specifically, when 2010-11 results were compared to baseline standards, there was **16% (2,467) decrease in in-school suspensions** and a **42% (3,919) decrease in out-of-school suspensions**. The change in overall suspensions (in and out-of-school suspensions) resulted in a **25% (6,386) decrease.**
- Of the 52 campuses with two years of suspension data, 38 or 73% realized decreases the overall level of student suspensions.
- Estimated **ADA recoupment as a result of fewer out-of-office suspensions: $529,065**.
- Estimated **recoupment of Administrative Expenses as a result of fewer suspensions: $666,230.**
- Estimated **Return on Investment (ROI)** associated with the implementation of Review360®: **$315,665 (148%).**
- Additionally, student expulsions decreased 34% from 56 expulsions in 2009-10 to 37 expulsions in 2010-11.

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The reduction of out-of-office suspensions had a dramatic, positive effect on students' time in the classroom and administrative costs for the district.

3.3 PROJECT TIMELINE

3.3.1 Proposing vendors must submit a preliminary project timeline as part of the information provided. This should correspond with the time constraints (refer to Section 1.2.1).

3.3.1.1 The intention will be to pilot the selected survey in either specific grade levels or a specific district, with the intention of full scale roll out by the end of the contract period as more funding becomes available.

Response

Preliminary Project Timeline

The following represent estimated completion dates or dates of occurrence for key steps in the implementation process. Initially, the survey is implemented in pilot locations in the Fall of 2015; the survey will be implemented statewide the following year and continue for the next four years, ending by September 2019.

Key Step in Implementation ***Estimated Completion/Occurrence Date***

Introduction to Review360

Welcome Packet Sent ..... July/August 2015

Initial Kick-off Meeting ..... July/August 2015

Implementation

Technology Collaboration Conference Call ..... July/August 2015

Implementation Plan Review..... July/August 2015

Review360 Configuration

Configuration Meeting ..... August 2015

District Data Import Due Date ..... August 2015

Configuration Data Input, Import, and Testing Complete ..... August 2015

Review360 and BASC-2 BESS Training

Training Confirmation Schedule Sent ..... August 2015

Training Sessions Begin ..... August 2015

Training Sessions End ..... August 2015

We will work with you to tailor this timeline to meet your needs for the initial year and following years of the survey program. We will include at least one planning meeting with NDE staff each year and pay for the meeting room and meals provided for the meeting.

3.4 PROJECT MANAGEMENT

3.4.1 Proposing vendors must describe their approach to promoting a working relationship with NDE, including but not limited to the following factors:

3.4.1.1 Regular communications with NDE staff through a variety of methods including e-mail, phone, conference calls, video conferencing, and meetings;

3.4.1.2 An approach that is collaborative, client-oriented, and proactive in terms of services and planning needed to complete a successful Survey administration;

3.4.1.3 Availability to NDE staff to answer questions and offer technical expertise and advise on Survey issues;

3.4.1.4 Assurances that the survey will comply with adopted procedures for State-administered surveys and ensure students who are enrolled in public schools can participate;

3.4.1.5 Assurance that the assessment meets compliance and peer review requirements of the United States Department of Education;

3.4.1.6 Arrangement of at least one planning meeting with NDE staff to be held each contract year;

A. Contracted vendor will pay for the meeting room and meals provided for the meeting.

3.4.1.7 Attendance at relevant Survey Security and Administration trainings; and

3.4.1.8 Routine presentations related to program management and planning meetings.

Response

Pearson uses PMI (Project Management Institute) methodology in general project management and schedules in Microsoft Project (which allows for a GANTT view). Based on the principles of PMI, Pearson tools and processes are designed to effectively plan, develop, and deliver large-scale solutions.

- ***We will review, modify, and finalize project schedules to verify key tasks, objectives, activities, and deliverables for implementing Review360 for the survey program.***
- ***From planning to delivery and through project closure, we will document, review, and finalize NDE contract requirements for the survey program.***
- ***We will establish communication protocols to provide streamlined information to the contract manager and other NDE staff members, as appropriate. This will include a communication matrix***

containing team members, their backups, contact information, and a monthly report containing the status of milestones, accomplishments, and risks.

- *We will conduct annual planning and regular status meetings to fully understand Nevada's requirements, review schedules, and track progress on implementing Review360 for the survey program. Meeting minutes will be distributed after each meeting; key action items and deliverables will be clearly marked.*
- *Our quality control strategies are designed to avert risk and minimize issues.*
- *Our experienced staff have previously worked on or led similar large-scale programs.*

Managing the Program

Effective communication is crucial to the success of the programs we support. Carrying out the project management plan day to day requires constant attention to schedule, resources, and scope. Moreover, we help you respond to shifting policy demands that can affect program scope in the short term and strategy in the long term. In keeping with good project management practices, our program management includes the components described below.

Pearson's Review360 Implementation Specialist is available to talk with or meet with the NDE throughout the contract term. This specialist is the primary point of contact on issues regarding the survey program. To enable easy contact for NDE staff, we will provide contact information for the specialist and other key staff, including office phone number, cell phone number, and email address. If the specialist is unavailable, another pre-arranged designee serves as point of contact.

Fulfilling Requirements for Meetings, Reports, Schedules, and Other Deliverables

Our work plan includes a kickoff meeting, a planning meeting each year, in-person training for Year 1 using a "train-the-trainer" approach, extensive support by phone, required reports, and other deliverables specified in the Scope of Work.

The specialist, while serving our large-scale Review360 customers, provides the support you have described in the RFP. The specialist also provides the following additional support for our customers:

- *Attends district-level Review360 training as a resource for answering questions and addressing any concerns*
- *Assists in preparing training agenda tailored to customer-specific requirements*
- *Attends Review360 webinars developed for specific customers*
- *On an ad hoc basis, develops and provides Review360 customers with various reports, extra communications to stakeholders, and guidance for using Review360*

Within Pearson, the specialist performs many functions to support our Review360 customers. For example, the specialist meets twice monthly with Review360 product managers and technical systems managers on behalf of our customers. The specialist serves internally as the advocate for issues and enhancements that concern customers.

In summary, the specialist's efforts for implementing Review360 extend substantially beyond conventional program management to dimensions of true advocacy for teachers and administrators using Review360 on behalf of students.

Using Our Experience and Skill to Meet Nevada's Expectations

Based on the experience Pearson staff has obtained from years of working with states and districts nationwide, Nevada will be well served by the final work plan we develop for the survey program. Our plan addresses project scope, schedule, quality, staffing, communication, and risk management. Our team members understand the interdependence of policy decisions, changing requirements, and complex assessment programs. This familiarity—as well as our team's skills and knowledge of contemporary program management and customer concerns—shapes our approach to management and helps us anticipate and solve potential issues.

3.5 FUNCTIONAL AND TECHNICAL REQUIREMENT

3.5.1 Survey Design, Item Development, and Form Publishing

3.5.1.1 Proposing vendors must demonstrate how the survey provides valid and reliable information on perceptions of student engagement, interpersonal relationships, school safety, the learning environment, and the social and emotional growth of students; and

3.5.1.2 Proposing vendors must demonstrate the ability to provide all students, including those with a disability, access to the survey, including but not limited to printing vision-impaired survey booklets based on order amounts from school districts and the ability to create Braille survey booklets based on order amounts from school districts if the survey is delivered in a paper/pencil format.

Response

Extensive psychometric documentation for the validity and reliability for the BASC-2 BESS is available. We have provided excerpts here and can make a manual with detailed psychometrics available to you.

Psychometrics for BESS

Surveying is an essential component of school-based prevention for the data-based decision-making within RTI models of service delivery. When rating forms like the BESS are used, it is important to understand and evaluate their quality. When assessing quality, there are many factors to consider, ranging from the relevance and importance of the items being rated to how useful and predictive obtained scores are for a given setting.

Reliability

From a psychometric standpoint, a key component to determining quality is reliability, which refers to

the dependability or reproducibility of a test score. Scores that are consistent across time or multiple ratings are considered reliable; scores that differ across time or multiple ratings, when there are no "real" reasons for such differences (e.g., a true difference in how a student behaves), are considered to be unreliable. Using a rating form that produces reliable scores is very important; the ability to assign meaning to or interpret a score is severely limited with scores that are unreliable.

The following three different indicators of reliability for the BESS were examined, each of which measures a slightly different aspect of reliability.

***Internal consistency** measures the degree to which all items assess the same construct. For example, items on the BESS are designed to determine a student's overall risk for developing or having a behavioral or emotional problem. In this case, internal consistency provides an indication of how well the items are working together to provide an overall score reflecting the amount of risk for behavioral and emotional problems.*

Internal consistency reliability estimates for the BESS Teacher and Student Forms were computed using the split-half method, in which the items on each form were separated into two halves that were matched on item content The split-half method refers to the consistency of scores between each half test, with each half having a similar balance of items representing those particular problems For example, on the Teacher, Child/Adolescent Form there are four items related to depression Of these items, two were assigned to the first half and two were assigned to the second half After all items were assigned to a half, the two halves were correlated with each other The Spearman–Brown prophecy formula was applied to this correlation, resulting in a reliability estimate that reflected the length of the entire test form. Reliability estimates ranged from 90 to 97, with Teacher Form reliabilities consistently the highest across all age groups. A split-half reliability estimate was also computed for the Spanish version of the Student Form, resulting in a reliability coefficient of 86 (based on 115 Spanish student forms).

***Test–retest reliability** measures the similarity of ratings made by the same rater over a relatively brief period of time (in which a "real" change in behavior is not expected). A high level of consistency provides support that the ratings are not greatly influenced by factors irrelevant to the skill being rated (e.g., the mood of the rater, the time the rating is completed).*

Test–retest reliabilities for the BESS Total Scores are high for both teacher and student forms. Correlation values (adjusted for sample variability, Cohen, Cohen, West, & Aiken, 2003) were 80 for the Student, Child/Adolescent Form and 91 for the Teacher, Child/Adolescent Form.

***Inter-rater reliability** measures the similarity of ratings made by different raters (e.g., two different teachers) about the same student at about the same time, indicating how different individuals compare in their perceptions of a student's behavior and in their interpretation of the rating scale items. A high level of consistency provides support that the items being rated are being interpreted similarly by different raters, and that the overall ratings are robust across raters. The correlation for the BESS Teacher Form is high, r= 71.*

Validity

In addition to consistency of scores, it is also important to consider how well a rating form works in a particular setting or application. In the case of BESS forms, this is evidenced by how well the score from each form predicts behavioral, social skills, or motivational problems. Such evidence is often provided in a variety of ways, including the type of behaviors that are being rated (content validity), how well scores compare to scores from other tests designed to assess problem behaviors (correlations with other measures), and how well scores predict future outcomes (predictive validity).

Concurrent and Predictive Validity

Excerpt from Concurrent And Predictive Validity Of The Behavior And Emotional Screening System, Graduate Thesis, Amber Rae Wallbrown, Marshall University, 2013.

> *This study evaluated the concurrent and predictive validity of the BA S C - 2 Behavioral and Emotional Screening System (BASC - 2 BESS). It was compared to the Behavior Assessment System for Children, Second Edition (BASC - 2) to determine the congruent validity between the instruments. Predictive validity was examined by comparing the instruments to office referrals. The rating scales were administered to parents (96% mother, 4% father) of 8 identified and 15 non - identified students (mean age of 10.3 years; 52% male, 48% female). Pearson correlation coefficients examining the consistency between the two instruments were generally strong and positive, supporting the use of both instruments for assessing a child for behavioral or emotional problems. An analysis of hits and misses found the BASC - 2 BESS accurate for predicting office referrals and therefore usable for screening students for possible behavioral problems.*

Content Validity

For the BESS forms, items were selected from a pool of hundreds of items that were written to tap a broad range of behavioral and emotional problems Using a multistage process, items were evaluated using a number of statistical techniques (e g , factor analysis and differential item functioning analysis) to determine how well the items represented some of the most prevalent behavioral and emotional domains (e g , externalizing problems, internalizing problems) and to ensure the items performed similarly for a number of different groups (i.e., comparisons were made between male/females and between different races/ethnicities) Items that consistently performed well across several iterations of analyses were retained for final BESS forms.

Regarding Braille survey forms, Pearson provides a permission request form that enables customers to secure permission to translate the copyrighted BESS form into Braille. Pearson will also provide a list of sources for performing the translation. An alternative approach is for the educator to read the survey items to the visually impaired student, record the student's response, and enter it in Review360.

3.6 TEST ADMINISTRATION, LOGISTICS, AND DATA PROCESSING

3.6.1 Contracted vendor must provide a service call center/help desk two (2) weeks prior to, during, and two (2) weeks after the survey window(s).

3.6.2 Contracted vendor must deliver and/or provide access to the survey materials to schools two (2) weeks before the testing window.

3.6.3 Contracted vendor must sequence the dates for the return and scoring of the assessment to minimize turnaround time for reporting student scores to the schools and school scores to NDE in order to meet NDE's data analysis deadlines.

3.6.4 NDE will expect electronic reporting of school reports to occur within a timeframe to be negotiated, but in no instance more than 28 calendar days from the return of the answer documents if the assessment is delivered in a paper/pencil format.

3.6.5 Contracted vendor must collaborate with NDE staff and develop business decision rules consistent with existing practices for data file layout, data processing, and reporting.

Response

We maintain ongoing support for Review360 through a Help Desk which may be accessed by email or by phone. Review360 support is available by phone (877.411.7360) or email (psssupport@pearson.com) between the hours of 6:00 AM and 4:00 PM Pacific Time, Monday through Friday (excluding holidays). This support is available continually for your Review360 system, not only in the range (two weeks prior, during, and two weeks after) of the testing window. In addition, extensive online resources for Help are immediately accessible within the system.

We will make the online survey forms, including blank forms that may be printed for paper administration, accessible at least two weeks before the testing window. Scoring for surveys administered online is conducted immediately. For online administration, the BESS scores (T-Score, F-index, Consistency Index and Response Pattern Index) are all calculated in the Review360 system. In addition, both Combined-Sex and Separate-Sex norms can be used for the analysis in real time. Surveys administered on paper are scored by the educators who administer them and then will need to be entered by school, district, or NDE staff into the Review360 system by means of a "data clerk" page. After entry into the system, those scores are immediately available. Reporting is available immediately on data present in the system.

We will work with you on aligning our business decision rules for file layout, data processing, and reporting with yours. Our BESS reporting is consistent with this assessment's reporting across the U.S.

3.7 SCORING, DATA ANALYSIS, AND REPORTING

3.7.1 Contracted vendor must provide psychometric support to scoring, data analysis, and reporting.

3.7.2 Contracted vendor must score all assessments, utilizing the Nevada Bighorn Portal for secure data transfer to and from NDE and to and from the school districts.

3.7.3 Contracted vendor must provide services on-line, which must include the following:

3.7.3.1 Upcoming assessment schedule;

3.7.3.2 Reporting;

3.7.3.3 Principal certifications;

3.7.3.4 Administration manuals;

3.7.3.5 Additional materials order; and

3.7.3.6 Assessment materials pickup.

3.7.4 Contracted vendor must publish a survey specific technical report each contract year.

3.7.4.1 The format and content for this technical report must meet industry standards.

3.7.5 Contracted vendor must publish an interpretation guide to explain school score reporting to teachers and parents in both English and Spanish.

Response

The BESS is easily administered online through the Review360 system. The system records the responses to assessment items, scores the assessment, and performs data analysis and reporting. If the survey is administered by paper, school or district (or NDE) staff enter the responses into the Review360 system by means of an easy-to-use "data clerk" page that captures the data for record, scoring, analysis, and reporting.

We will work with you to use the Nevada Bighorn Portal for secure data transfer to and from NDE and to and from the schools or districts. We presently work with many Review360 customers to transfer data in a secure and successful manner.

After execution of contract, we will provide online the following:

- ***Upcoming assessment schedule;***
- ***Reporting;***
- ***Principal certifications (not vendor responsibility, per Amendment to RFP);***
- ***Administration manuals***

Additional materials order and assessment materials pickup are not applicable, since the assessment is provided online, and blank forms for paper administration, if preferred, are provided for downloading and printing by schools and districts.

SECTION 4 – COMPANY BACKGROUND AND REFERENCES

4.1 VENDOR INFORMATION

4.1.1 Vendors must provide a company profile in the table format below.

Question	Response
Company name:	***NCS Pearson, Inc.***
Ownership (sole proprietor, partnership, etc.):	***NCS Pearson, Inc. (a Minnesota company) is 100% owned by PN Holding, Inc. (a Delaware company).***
State of incorporation:	***Minnesota***
Date of incorporation:	***March 28, 1962***
# of years in business:	***53 years***
List of top officers:	***Douglas G. Kubach – President*** ***Steven A Wells – Secretary and Senior Vice President*** ***Paul D. Fletcher – Treasurer*** ***A complete list of current directors and officers of NCS Pearson, Inc., is included in Section IX - Other Informational Material.***
Location of company headquarters:	***5601 Green Valley Drive, Bloomington, MN 55437***
Location(s) of the company offices:	***Corporate/IRS Reporting Address:*** ***NCS Pearson, Inc.*** ***5601 Green Valley Drive*** ***Bloomington, MN 55437-1099*** ***Hennepin County*** ***Ordering Address:*** ***NCS Pearson, Inc.*** ***19500 Bulverde Rd*** ***San Antonio, TX 78259-3707*** ***Bexar County*** ***Remittance Address:*** ***NCS Pearson, Inc.*** ***13036 Collections Center Drive*** ***Chicago, IL 60693-0130*** ***Cook County***
Location(s) of the office that will provide the services described in this RFP:	***NCS Pearson, Inc.*** ***19500 Bulverde Rd*** ***San Antonio, TX 78259-3707*** ***Bexar County***
Number of employees locally with the expertise to support the requirements identified in this RFP:	***Pearson does not have local employees with expertise to support the requirements of this RFP, though we are committed to providing expertise according to the***

Question	Response
	requirements as addressed in Section 3 of this proposal.
Number of employees nationally with the expertise to support the requirements in this RFP:	***Pearson has approximately 30 people with expertise to support the requirements of this RFP.***
Location(s) from which employees will be assigned for this project:	***Pearson employees are from geographically diverse locations, though we are committed to providing expertise according to the requirements as addressed in Section 3. of this proposal.***

4.1.2 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

Response: NCS Pearson, Inc. is registered as a Foreign Corporation with the State of Nevada. The NV Business ID is NV19841011933 with expiration of 8/31/2015.

4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS76. Information regarding the Nevada Business License can be located at http://sos.state.nv.us.

Question	Response
Nevada Business License Number:	***NV19841011933***
Legal Entity Name:	***NCS Pearson, Inc.***

Is "Legal Entity Name" the same name as vendor is doing business as?

Yes	*X*	No	

If "No", provide explanation.

4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

Response: We provide proof of our Nevada Business License in our response to 4.1.3 above.

4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	*X**

****to the best of our knowledge***

If "Yes", complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	***N/A***
State agency contact name:	***N/A***
Dates when services were performed:	***N/A***
Type of duties performed:	***N/A***
Total dollar value of the contract:	***N/A***

4.1.6 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	***X***

If "Yes", please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFP, and specify the services that each person will be expected to perform.

4.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP must also be disclosed.
Does any of the above apply to your company?

Yes		No	***X****

****to the best of our knowledge***

If "Yes", please provide the following information. Table can be duplicated for each issue being identified.

Question	Response
Date of alleged contract failure or breach:	***N/A***
Parties involved:	***N/A***

Question	Response	
Description of the contract failure, contract breach, or litigation, including the products or services involved:	***N/A***	
Amount in controversy:	***N/A***	
Resolution or current status of the dispute:	***N/A***	
If the matter has resulted in a court case:	Court	Case Number
	N/A	***N/A***
Status of the litigation:	***N/A***	

4.1.8 Vendors must review the insurance requirements specified in ***Attachment E***, Insurance Schedule for RFP 3179. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in ***Attachment E***.

Yes		No	***X****

****Please refer to the exceptions to Attachment E documented in Attachment B.***

Any exceptions and/or assumptions to the insurance requirements ***must*** be identified on ***Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.*** Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the successful vendor ***must*** provide the Certificate of Insurance identifying the coverages as specified in ***Attachment E, Insurance Schedule for RFP 3179.***

Response: Pearson will provide the Certificate of Insurance upon contract award.

4.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.

Response: NCS Pearson, Inc. provides educational assessment and information solutions in the United States. The company offers assessment, instruction, and digital technology to create products and services that support educators in personalizing learning for each student; provides clinical assessment in the areas of personality, behavior, ability, achievement, speech and language, and career interests; publishes scientific assessments to hire and develop workforce; and provides standards-based teacher certification testing programs. It also provides automated solutions for text analysis and speech assessment; student information management, reporting, and analysis for K-12 education; educational assessment products, services, and solutions for states, large school districts, and national assessments; and digital

and online learning solutions. In addition, the company offers computer-based testing for information technology, academic, government, and professional; and solutions for state education agencies, PK-12 school districts, higher education, and learners and parents. NCS

Pearson, Inc. was formerly known as National Computer Systems, Inc. and changed its name to NCS Pearson, Inc. in September 2000. The company was founded in 1962 and is based in Bloomington, Minnesota. As of September 20, 2000, NCS Pearson, Inc. operates as a subsidiary of Pearson Education, Inc.

With Pearson providing the Review360, the State of Nevada will benefit from the support of an organization with extensive resources and a commitment to providing individualized attention. Based in London, Pearson employs approximately 36,000 people in more than 60 nations around the world. Pearson currently provides large-scale assessment services in more than 32 states and Puerto Rico, the US Department of Education, the College Board, the National Board for Professional Teaching Standards (NBPTS), and for other state consortia. No other education company can offer our wealth of experience, knowledge, resources, and solutions. We apply these assets toward an overarching goal: To help individuals improve their lives through enhanced educational opportunity.
Pearson is the world's leading education company, providing educational materials, technologies, assessments, and related services to educators and students of all ages. Pearson provides PowerSchool, the most widely used web-based Student Information System (SIS), as it supports 12 million students in all 50 states and more than 65 countries. Pearson is a global leader in providing a wide range of assessments for personality, behavior, ability, achievement, speech and language, and career interests. Our respected brands include the Wechsler family of assessments and many other assessments recognized as Best Practice. We publish curriculum under a range of respected imprints including Scott Foresman, Prentice Hall, Addison-Wesley, Allyn and Bacon, Benjamin Cummings, and Longman.
Our mission is to improve teaching and lifelong learning. As the nation's most comprehensive provider of educational assessment products, services, and solutions, Pearson has provided district, state, and national assessments for 60 years. We help students, adults, educators, and professionals use assessment, information, research, and innovative technologies to promote learning and personal development, advance academic achievement, improve instructional productivity, and transform educational communities.

<u>Background on Review360</u>
Review360 started as an idea uniquely created by educators and psychologists who collaborated with software developers to transfer their ideas into a tangible software program for behavior solutions in the classroom environment. Their collaboration led them to establish Psychological Solutions Software, Inc. (PSS). Now a part of the Assessments & Instruction group of NCS Pearson, PSS was founded by Drs. Stewart

Pisecco and Bob McPherson who, at the time, were faculty members in the College of Education at the University of Houston. The credibility of PSS continues to be the foundation of their experienced team. PSS provides expertise in subject matter with a team of experienced educators who collaborate from the product development to on-site training.

Dr. Pisecco applied his years of research and experience in educational psychology and counseling to his students at the College of Education. Through his continued research and time in the field, he became particularly interested in the research literature on the typical reasons that teachers struggle with behavioral intervention. He consulted with school districts and focused on training educators how to improve student behavior. He was frequently asked two questions, the first asked him by teachers and the second by administrators:

- ***How can I identify strategies that I can use to improve the behavior of my students?***
- ***How can I get those effective strategies consistently—and with fidelity—implemented in the classroom?***

Every good behavioral consultant realizes that the trick to identifying effective strategies is knowing which questions to ask and what type of information to collect. Implementing those strategies consistently and with fidelity, however, challenges educators in a different way and requires sensitivity to the needs of the individual stakeholders in the schools and a broader systems' view of the organization. But, ultimately the answer is pretty simple. Give people what they want, and most of the time they will use it.

Subsequently, beginning in 2000, Dr. Pisecco developed a systematic software program that facilitates the process of designing behavior interventions. Pisecco and his colleague McPherson mapped out how this program would guide teachers through the process of choosing good behavioral strategies for disruptive students and monitoring their effectiveness. Dr. Pisecco began committing his time outside the university to researching and testing the effectiveness of the software with teachers in order to make effective improvements.

PSS was founded on the idea that we could use technology to help teachers better manage disruptive student behavior by making it easier for them to implement research-based strategies that we know work in the classroom. Over the years, PSS has grown with the addition of other experts in educational psychology who specialized in researching and devising strategies for students with learning and emotional disabilities. In addition, the company is a culmination of experienced educators, psychologists, behavior specialists, and software engineers who share the common belief that all children are capable of success.

Developed, tested, and proven in urban school districts and now used in districts of all sizes, the Review360 solution is the only web-based, positive behavior management software system substantiated across multiple tiers of intervention.

Review360 is designed to focus on all of a school district's positive behavioral interventions and support (PBIS) needs and is constructed to address a myriad of specific behaviors within each of the seven research identified behavior categories:

- ***Inattention-organization***
- ***Hyperactivity- impulsivity***
- ***Social deficiencies***
- ***Defiance***
- ***Aggression***
- ***Academic problems***
- ***Self concept.***

4.1.10 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

Response: NCS Pearson, Inc., through its Clinical Assessment business (Pearson), proposes Review360®. Pearson further includes Psychological Software Solutions, Inc., ("PSS"), a wholly-owned subsidiary acquired in 2012. PSS (Pearson) has offices located at 4119 Montrose Blvd., 5th Floor, Houston, Texas 77006. NCS Pearson, Inc., Clinical Assessment, and PSS are all referred to as "Pearson".
Beginning in 2000, Dr. Pisecco developed Review360 (under PSS).

4.1.11 Financial information and documentation to be included in Part III, Confidential Financial Information of vendor's response in accordance with Section 9.5, Part III – Confidential Financial Information.

4.1.11.1 Dun and Bradstreet Number: ***See Part III, Confidential Financial Information***

4.1.11.2 Federal Tax Identification Number: ***See Part III, Confidential Financial Information***

4.2 SUBCONTRACTOR INFORMATION

4.2.1 Does this proposal include the use of subcontractors?

Yes		No	***X***

4.3 BUSINESS REFERENCES

4.3.1 Vendors should provide a maximum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.

4.3.2 Vendors must provide the following information for every business reference provided by the vendor and/or subcontractor:

The "Company Name" must be the name of the proposing vendor or the vendor's proposed subcontractor.

4.3.3 Vendors must also submit *Attachment F, Reference Questionnaire* to the business references that are identified in *Section 4.3.2*.

4.3.4 The company identified as the business references must submit the Reference Questionnaire directly to the Purchasing Division.

4.3.5 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in *Section 8, RFP Timeline* for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

Response: Pearson provides the reference information on the following pages.

Reference # 1:	***Garland Independent School District (ISD), Garland, TX***		
Company Name:	***NCS Pearson, Inc.***		
Identify role company will have for this RFP project (Check appropriate role below):			
X	***VENDOR***		***SUBCONTRACTOR***
Project Name:	***Review360 Implementation***		
Primary Contact Information			
Name:	***Dr. John Poynter***		
Street Address:	***720 Stadium Drive***		
City, State, Zip:	***Garland, TX 75040***		
Phone, including area code:	***(972) 494-8255***		
Facsimile, including area code:			
Email address:	***jcpoynt@garland.net***		
Alternate Contact Information			
Name:			
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Project Information			
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	***Garland ISD purchased Review360 in 2007 to increase the consistency of district behavioral services and monitor the progress of students with behavioral problems. The district implements Review360 across the entire district. GISD reports improved delivery of their behavioral services and improved outcomes. The district also reports that they are better able to monitor student progress since implementing Review360. GISD recently expanded implementation of Review360 to monitor the progress of students with other low incidence disabilities.***		
Original Project/Contract Start Date:	***2007***		

Original Project/Contract End Date:	***Currently using***
Original Project/Contract Value:	
Final Project/Contract Date:	
Was project/contract completed in time originally allotted, and if not, why not?	
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	

Reference #2:	***San Antonio Independent School District*** ***San Antonio, TX***		
Company Name:	***NCS Pearson, Inc.***		
Identify role company will have for this RFP project (Check appropriate role below):			
X	***VENDOR***		***SUBCONTRACTOR***
Project Name:	***Review360 Implementation***		
Primary Contact Information			
Name:	***Vangie Aguilera***		
Street Address:	***1702 North Alamo St***		
City, State, Zip:	***San Antonio, TX 78215***		
Phone, including area code:	***210-225-2406 Ext:103***		
Facsimile, including area code:			
Email address:	***vaguilera@saisd.net***		
Alternate Contact Information			
Name:			
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			

Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	***San Antonio ISD purchased Review360 to address progress monitoring and behavioral intervention needs for their most severe behavioral and emotional challenged students. Since then they have expanded to include incident reporting.***
Original Project/Contract Start Date:	***2008***
Original Project/Contract End Date:	***Currently using***
Original Project/Contract Value:	
Final Project/Contract Date:	
Was project/contract completed in time originally allotted, and if not, why not?	
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	

Reference #3:	***Round Rock Independent School District Round Rock, TX***		
Company Name:	***NCS Pearson, Inc.***		
Identify role company will have for this RFP project (Check appropriate role below):			
X	***VENDOR***		***SUBCONTRACTOR***
Project Name:	***Review360 Implementation***		
Primary Contact Information			
Name:	***Mary Cardiff***		
Street Address:	***1313 Round Rock Avenue***		
City, State, Zip:	***Round Rock, TX 78681***		
Phone, including area code:	***512-464-5140***		
Facsimile, including area code:			
Email address:	***mary_cardiff@roundrockisd.org***		

Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip:	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	***Round Rock ISD purchased Review360 to improve student outcomes in special education. They use the different data collection methodologies that Review360 offers. Additionally, Review360 was awarded an RFP to address Behavioral RTI in Round Rock ISD.***
Original Project/Contract Start Date:	***2008***
Original Project/Contract End Date:	***Currently using***
Original Project/Contract Value:	
Final Project/Contract Date:	
Was project/contract completed in time originally allotted, and if not, why not?	
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	

In addition to the above references (for which Reference Questionnaires are submitted), we offer the following reference.

Charleston County School District
Approximate number of students enrolled: More than 46,000 students in the district
Approximate number of students with disabilities: 5,000
Number of Years using proposed system: Since 2013
Charleston County School District purchased Review360 in 2013 to conduct universal screening to identify which students would need additional help. CCSD is currently implementing in 11 elementary and middle schools.

4.4 VENDOR STAFF RESUMES

A resume must be completed for each proposed key personnel responsible for performance under any contract resulting from this RFP per ***Attachment G, Proposed Staff Resume.***

Response: Pearson provides the resumes for each proposed key personnel in Attachment G using the State format.
We provide resumes for the following:

- ***Dr. Rosemarie Allen***
- ***Andre Banks***
- ***Doug Maraffa***
- ***Dr. Diane Donaldson***

ATTACHMENT G – PROPOSED STAFF RESUME

PROPOSED STAFF RESUME FOR RFP 3179 -ALLEN

Company Name Submitting Proposal:	***NCS Pearson, Inc.***

Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.

Name:	***Rosemarie Allen***	**Key Personnel: (Yes/No)**	***Yes***
Individual's Title:	***Director of Educational Operations for Review360®***		
# of Years in Classification:	***Six***	**# of Years with Firm:**	***Six***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

Dr. Allen serves presently as Director of Educational Operations for Review360. Previously, she worked in numerous positions in School Psychology during her 30+ years with the Dallas Independent School District (DISD). Among her responsibilities at DISD was serving as Associate Superintendent of Student Support and Special Services.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

Dr. Allen's work as a Review360 Director of Educational Operations during the past six years, with Pearson, is directly relevant to potentially supporting the implementation of Nevada's School Climate/SEL Survey. Pearson's Clinical Assessment group, which includes Review360, is located primarily at 19500 Bulverde Road in San Antonio, TX 78259.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

Dr. Allen holds three degrees and continued post-doctoral graduate study:

- Post-Doctoral Graduate Level Study, Psychology Department, Trinity University and North Texas State University, 1978-1979
- Doctor of Education with a major in Guidance and Counseling, and a minor in Psychology, Texas A&M University/Commerce, 1977

- Master of Education with a major in Guidance and Counseling, and a minor in Psychology, Texas Tech University, 1971
- Bachelor of Science in Education with majors in English and Government, Texas Tech University, 1969

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

License Obtained

Licensed Psychologist, Texas State Board of Examiners of Psychologists, 1979

Certifications

- Nationally Certified School Psychologist
- Licensed Specialist in School Psychology, Texas Education Agency
- Teacher, Professional Certificate, Texas Education Agency

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Angela Pittman
Executive Director, Special Education
Dallas Independent School District
3700 Ross Ave.
Dallas, TX 75206
972-581-4135
apittman@dallasisd.org

Mariagrazia Sheffield
Executive Director, Special Education
Ft. Worth Independent School District;
mariagrazia.sheffield@fwisd.org
817-814-2830.

Sowmya Kumar
Assistant Superintendent, Office of Special Education Services
Houston Independent School District
713-556-7025 (office) 713-556-7099 (fax)
skumar@HoustonISD.org

PROPOSED STAFF RESUME FOR RFP 3179 -BANKS

Company Name Submitting Proposal:	***NCS Pearson, Inc.***

Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.

Name:	***Andre Banks***	**Key Personnel: (Yes/No)**	***Yes***
Individual's Title:	***Director of Implementation for Review360®***		
# of Years in Classification:	***Eight***	**# of Years with Firm:**	***Eight***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

Mr. Banks serves presently as Director of Implementation for Review360. Previously, he worked in several positions in Behavior Management during his 20+ years with the Dallas Independent School District (DISD). Among his responsibilities at DISD was leading the district's Behavior Program for students with Emotional Disturbance/Behavior Disorders (ED/BD).

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

Mr. Banks' work as a Review360 Director of Implementation during the past eight years, with Pearson, is directly relevant to potentially supporting the implementation of Nevada's School Climate/SEL Survey. Pearson's Clinical Assessment group, which includes Review360, is located primarily at 19500 Bulverde Road in San Antonio, TX 78259.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

Mr. Banks holds two degrees:

- Master of Education Degree, Special Education (1986)
  University of North Texas
  Denton, TX

- Bachelor of Arts Degree, Art Education (1984)
  Prairie View A&M University
  Prairie View, TX

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Mr. Banks is a Certified Trainer for several crisis intervention programs:

- Nonviolent Crisis Intervention
- Texas Behavior Support Initiative
- Boys Town's Specialized Classroom Management, Well Managed Classroom and Common Sense Parenting
- Challenge Course (ROPES) facilitation
- Family counseling - Southwest Family institute
- Facilitated IEP Meetings (4GL Schools) – Trainer

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Insert here a minimum of three (3) references with the above information.

Darren Hemphill, Principal
Dlhemphill@yahoo.com
Garland Independent School District
Ph: (214) 537-844 Fax: (972) 240-3723

Ivor Weiner, Ph.D., Professor, Special Education
ivor.weiner@csun.edu
The Michael D. Eisner College of Education
California State University, Northridge
Ph: (818) 677-2598 Fax: (818) 677-5575

Thomas Kelchner, Ph.D., Director Special Education
thomas.kelchner@gccisd.net
Goose Creek Consolidated School District
Ph: (281) 839-6089 Fax: (281) 420-4368

PROPOSED STAFF RESUME FOR RFP 3179 –MARAFFA

Company Name Submitting Proposal:	***NCS Pearson, Inc.***

Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.

Name:	***Doug Maraffa***	**Key Personnel: (Yes/No)**	***Yes***
Individual's Title:	***Implementation Specialist***		
# of Years in Classification:	***Five***	**# of Years with Firm:**	***Five***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

Mr. Maraffa serves presently as an Implementation Specialist for Review360®. Previously, he was an adjunct professor at Kingwood College and an Education Specialist in Behavior for Texas Region 4 Education Service Center. He served as State Leader for the State of Texas Behavior/Discipline Management Network. Prior work included positions as Program Specialist for Behavior Management at several Texas school districts. His initial work as a special education teacher occurred in a self-contained unit where he taught students with Emotional Disturbances.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

Mr. Maraffa's work as a Review360 Implementation Specialist during the past five years, with Pearson, is directly relevant to potentially supporting the implementation of Nevada's School Climate/SEL Survey. Pearson's Clinical Assessment group, which includes Review360, is located primarily at 19500 Bulverde Road in San Antonio, TX 78259.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

Mr. Maraffa holds two degrees:

- Master of Science Degree, Special Education, Texas A&M University Mesquite, Mesquite, TX
- Bachelor of Science Degree, Education, Stephen F Austin University, Nacogdoches, TX

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Mr. Maraffa is a Certified Trainer for several crisis intervention programs:

- Mandt Crisis Intervention
- CPI-Non-Violent Crisis
- Boys Town
- TBSI trainer

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Kathy Gray
Transition Coordinator
Aldine ISD
281.985.6608
mkgray@aldineisd.org

Alicia Morford
Behavior Coordinator
Alief ISD
281.498.8110
Alicia.morford@aliefisd.net

Latricia Borner
Behavior Coordinator
Houston ISD
713.556.7025
lborner@houstonisd.org

PROPOSED STAFF RESUME FOR RFP 3179 –DONALDSON

Company Name Submitting Proposal:	***NCS Pearson, Inc.***

Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.

Name:	***Diane Donaldson***	**Key Personnel: (Yes/No)**	***Yes***
Individual's Title:	***Assessment Consultant, Pearson's Clinical Assessment***		
# of Years in Classification:	***10***	**# of Years with Firm:**	***10***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

Assessment Consultant responsible for consulting and support related to Clinical Assessment. Measurement Consultant responsible for clinical training of psychological, speech and language, and occupational therapy assessment tools. As Associate Professor of School Psychology and School Counseling, fulfilled academic responsibilities plus oversight for the recruiting and mentoring of students and adjunct faculty.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

For Pearson Clinical Assessment for the past 10 years, Dr. Donaldson served as Assessment Consultant. The primary location for Pearson's Clinical Assessment is 19500 Bulverde Road, San Antonio, TX 78259.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

Dr. Donaldson holds a PhD degree in Educational Psychology from the University of Southern California, School of Education.

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

- Pupil Personnel Services Credential (Life)
- Administrative Services Credential (Clear)
- Standard Elementary Teaching Credential (Life)
- Licensed Educational Psychologist (LEP)

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Insert here a minimum of three (3) references with the above information.

Deeds Gill, MS, NCSP
Lead School Psychologist
Fresno Unified School District
3058 N Millbrook Ave
Fresno, CA 93703
(559) 248-7387
deeds.gill@fresnounified.org

Scott Fry, MS
Chairperson of Psychological Services
Stockton Unified School District
(209) 933-7135 ext. 2513
sfry@stockton.k12.ca.us

Deborah Holk
Riverside Unified School District
Principal/Coordinator
Phone Number: (951) 352-8488 Ext. 66050
Email: dholk@rusd.k12.ca.us
dholk@rusd.k12.ca.us

Other Informational Material

Pearson Nevada Fact Sheet

List of current directors and officers of NCS Pearson, Inc.

Review360 Case Studies

Links to Review360 Resources

Pearson Nevada Fact Sheet

At Pearson, we are dedicated to helping learning flourish in Nevada

At Pearson, we help our clients make important decisions every day. Decisions that shape the way our children learn, inform the methods used in our schools, facilitate better transitions of students to the workforce, and improve the systems and approaches used in workplaces of all kinds.

With more than 42,000 employees in 80 countries, including 85 in Nevada, Pearson delivers assessment, curriculum, data management, reporting, and professional development products and services. We strive to provide educators with information they need to teach effectively.

As the nation's most comprehensive provider of educational assessment solutions, Pearson has been a trusted partner in district, state, and national assessments for 60 years. We help students, adults, educators, and professionals use assessment, research, and innovative technologies to promote learning and personal development while advancing academic achievement.

Our products and services in Nevada include early childhood education, Connections Academy, professional development, response to intervention (RTI), PowerSchool, and instructional products. We also have test centers in Las Vegas and Reno.

Total wages of Pearson employees in Nevada:

$2,115,304

Pearson facilities in Nevada (in square feet):

4,641

Number of Pearson employees in Nevada:

85

Minority, Women, Veteran supplier spending (2009–2014):

$130,712

2013

Pearson in the Community

- Supports nonprofit organizations through Community Health Charities of Nevada
- With the National Alliance of Black School Educators, launched the Education is a Civil Right initiative
- With the Partnership for 21st Century Skills (P21), launched the 21st Century Learning Exemplar Program
- Awards Pearson Prize in Higher Education scholarships to students dedicated to public service, leadership, and community

Pearson in the World

- 2014 Human Rights Campaign Best Places to Work
- 2014 Software & Information Industry Association CODiE
- 2013 Tech & Learning magazine Awards of Excellence
- 2013 Green Power Leadership Award from US Environmental Protection Agency

► **Visit us at www.Pearson.com**

PEARSON

List of Current Directors and Officers of NCS Pearson, Inc.

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NCS PEARSON
5601 GREEN VALLEY DRIVE
BLOOMINGTON, MN 55437

TEL:(952)681-3000
Fax:(952)681-3066

www.pearsonncs.com

NCS Pearson, Inc.

Revised: **May 1, 2015**
(a Minnesota Corporation)

DIRECTORS

DIRECTOR	DATE OF OFFICE
Philip Hoffman	Feb-01-2005
Bjarne P. Tellmann	Jun-30-2014

OFFICERS

OFFICER	DATE OF OFFICE
Douglas G. Kubach President	Oct-08-2009
Steven A. Wells Secretary and Senior Vice President	 Dec-01-2000 Oct-10-2006
Paul D. Fletcher Treasurer and Vice President	Jan-01-2014
Gary A. Mainor Vice President	Sep-19-2000
Bjarne P. Tellmann Vice President	Jun-30-2014
Carol A. Johnson Assistant Secretary	Feb-01-2002
Debra L. Risch Assistant Treasurer	Jan-01-2004
Robert Whelan Vice President	May-01-2006
Philip Hoffman Vice President	Jan-16-2008
Thomas Jozkowski Vice President	May-04-2010
James W. Montanari Vice President	Jan-03-2012

NCS PEARSON
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BLOOMINGTON, MN 55437

TEL:(952)681-3000
Fax:(952)681-3066

www.pearsonncs.com

OFFICERS

OFFICER	DATE OF OFFICE
Benjamin Major Vice President	Jul-31-2012
Joseph Marinaro Vice President	Aug-20-2013
Anne Parmley Vice President	Jan-24-2014
Walter A. Sherwood Vice President	Feb-11-2014
Maureen Mattera Vice President	Mar-24-2014
Kevin Sullivan Vice President	Apr-01-2014

Review 360 Case Studies

We provide the following case studies in support of Review360.

Case Study One

Our first case study involves a large urban school district in the Southwest that implemented Review 360 for 370 students with behavioral plans. The results are as follows:

Behavioral progress improved (compared to prior year baseline) by six percentage points; where implementation consistency was strong, the increase was 10 points (20 percent).

Impact of Review 360 on improved student academic performance was measured using state assessment data. On reading, students' passing rate improved by 18 percent. On math, students' passing rate improved 15 percent.

Case Study Two

A school district was spending $2 million annually to place students in a non-public school setting. The district created an internal setting and implemented Review 360 to provide a consistent model for the delivery of behavioral services and collection of data.

All 40 students were served throughout the year in the district

On average, students met their goals 78 percent of the time

The district realized a significant cost savings as a result

Case Study Three

A school district was spending a significant amount of money on Extended School Year (ESY) services. By establishing qualification guidelines for ESY and creating a consistent model for the collection of progress data using Review 360, they achieved the following:

Reduced number of students served by 64 percent

Reduced ESY services costs nearly $500,000

Case Study Four

Brownsville ISD (Texas) implemented Review 360. Success was evaluated based on improvement for student disciplinary outcomes, as outlined below:

Total suspensions were reduced by 25 percent

In-school suspensions declined by 15.5 percent

Out-of-school suspensions reduced by nearly 42 percent

Financial recoupment: $529,065

You can view the following support materials for Review360:

- Research basis for Review360
  http://meetreview360.com/images/Research%20Basis%20of%20Review360.pdf
- White paper about improving student behavior
  http://meetreview360.com/images/5steps%20wp.pdf
- Behavior Matters Conversation Series: Working with Students with Emotional and Behavioral Disabilities with Andre Banks and Doug Maraffa
  http://thebehaviorco.com/behavior-matters-conversation-series-working-with-students-with-emotional-and-behavioral-disabilities-with-andre-banks-and-doug-maraffa/
  From this page, you can also access the newsletter and other videos