



**SEATTLE PUBLIC SCHOOLS
AMENDMENT NO. 1
CONTRACT NO. RFP04458
FOR COMMON CORE ASSESSMENT**

THIS AMENDMENT is made between the Seattle School District no. 1, (hereinafter “District”), and Amplify Education, Inc. (hereinafter “Vendor”) regarding Contract No. RFP04458 for Common Core Assessment.

Whereas, the District and the Vendor entered into a contract dated August 13, 2014, herein incorporated by this reference; and,

Whereas, the parties acknowledge that the current contract expires on September 30, 2015 and the District would like to exercise its first option to extend the contract; and

Whereas, pursuant to the Agreement the District and the Vendor would like to amend the following sections:

1. Scope of Work and Schedule. The District and the Vendor would like the Agreement to be valid from the effective date through the extended date of October 1, 2016.
- ~~2.~~ Contract Price. The District and the Vendor intend to change the contract price based on the larger quantity of service to be provided by the Vendor to an additional amount of \$433,160.80. Applicable amounts set forth in Exhibit K will be invoiced 15 days after execution of this amendment for Beacon licenses and Assessment Creation, and upon delivery for Professional Development.
- ~~6.~~
2. Data Privacy. The District and the Vendor would like to amend Section 5.5, Data Privacy, of Exhibit H to provide additional restrictions and requirements regarding the use and management of District personally identifiable information (hereinafter “District PII”).
4. Attachments. The District and the Vendor intend to add Exhibits J (Scope of Work) and K (Amplify Price Quote) to reflect the Scope of Services and Fees for the extended 1-year term. The District and the Vendor intend to replace Section 5.5 of Exhibit H to reflect changes made to Data Privacy.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of the Contract is extended from September 30, 2015 to October 1, 2016.
2. Contract Price. The total contract amount for the ~~additional~~ 1-year term shall be an amount not to exceed FOUR HUNDRED THIRTY-THREE THOUSAND, ONE HUNDRED SIXTY DOLLARS AND EIGHTY CENTS (\$433,160.80).

- 3. Data Privacy. Section 5.5 of Exhibit H is amended to add additional restrictions and requirements regarding the use and management of District PII.
- 4. Exhibits. Exhibits J (Scope of Work) ~~and~~, K (Amplify Price Quote) ~~), and Section 5.5 of Exhibit H~~ are added to the Contract.
- 5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.
- 6. Any of the other provisions of the subject contract not modified in writing shall remain in full force and effect.

~~[SIGNATURE PAGE TO FOLLOW]~~

AMPLIFY EDUCATION, INC.

SEATTLE SCHOOL DISTRICT NO. 1

Signature

(Vendor Representative)

Title

Date Signed

Company Name

Employer I.D. No. or Social Security No.

Signature

(Print Name)

Title

Date Signed

Seattle Public Schools (SPS) & Amplify Education, Inc. (AMPLIFY)
Scope of Work 2015-2016

Student subscriptions

Up to 32,384 students *** in grades 2nd through 9th grade will participate in interim assessments and be subscribed to Beacon platform assessment resources and software tools for teachers

*** This figure is the projected total District-wide enrollment count in these grades for 2015-16. Because some schools will have the option to choose whether participate in this assessment program next year, we expect the actual number of students subscribed will be smaller. Final subscription numbers will be adjusted accordingly after schools have opted into the program and prior to payment being issued.

Beacon Platform

SBAC blueprinting tool: An SPS district user can create a blueprint based on SBAC claims and targets for ELA and clusters for Math. Moreover, a user can set Lexile, number of constructed response items, and depth of knowledge (DOK) goals for each assessment within a blueprint.

Content and technology are developed together: Beacon assessment content and reporting are developed together to maximize the impact of quality information on instruction. For example, thoughtful authoring of content to cover the breadth of DOK levels allows for a meaningful DOK report where results can be viewed by DOK then assessment and vice-versa.

Technology enhanced items (TEIs): Beacon supports the widest breadth of technology enhanced item types, including classification, fill in the blank, graphing, dropdown, drag and drop, ordering, highlighting, number line, and formula editor item types. Given the complexity of these item types, supporting this breadth of item types requires a unified content and reporting system.

Dual administration support: Beacon supports both paper and online administration. To support districts that are still transitioning to online testing, Beacon allows some students to take an assessment using paper administration and others using online administration, seamlessly merging the results.

Teacher focused reports that support the instructional shifts in the common core state standards (CCSS): Beacon includes two teacher focused reports, the Learning Map and the Matrix report where the latter has many different views (e.g. the passage report):

Research based Learning Map: The Learning Map displays Math results along a researched based learning progression (<http://www.turnonccmath.net/>), which allows a teacher to immediately identify the precursor standards preventing students from mastering a later standard in the learning progression. The Learning Map displays ELA results by strand, allowing a user to quickly assess how comprehensively students have been exposed to the CCSS ELA standards.

Cluster and target level reporting: A user can view results at the Math cluster or ELA target level on both the Learning Map and Matrix report. This ability is line with the CCSS instructional shift where more importance is placed on student understanding across standards.

Passage report: A user can view ELA results by assessment then passage which supports the CCSS instructional shift of students comprehending increasingly complex texts. The passage report displays information on text type, Lexile, and qualitative text complexity measures, making it actionable for the teacher.

DOK report: A user can view results by depth of knowledge (DOK) then assessment and vice-versa. DOK is an important concept in the CCSS world.

Exhibit J

Now What? Tool: A user can create instructional plans for a set of students for a particular standard(s) and can link resources, including district created resources, to those plans. Soon a user will be able to create plans for clusters, targets, and passages and the system will display the best resources for those.

Teacher Dashboard: The landing page will initially take the teacher to the best reports for the assessments the teacher has recently administered. Moreover, the landing page will provide a teacher alerts on patterns and findings Beacon identifies in the teacher’s data.

Administration and reporting on Performance Tasks: A user will be able to administer Performance Tasks paper/pencil.

Assessment self-authoring tools: a teacher or school administrator will be able to create a custom assessment within the Beacon platform by selecting test items from an item bank. To assist in test creation, the bank will include information about each item such as CCSS alignment and DOK level.

License of Content

The Contractor will create new Math and ELA benchmark interim assessments (BIAs) written to the Common Core State Standards (CCSS) and develop 2 common summative assessments as described herein. The Contractor will create new Math and ELA assessments using Technology Enhanced Items (TEIs) using the Contractor’s online system and database of test questions. Consistent with the provisions of Section 17 (“Provision of Services via Software Application; Intellectual Property”) herein, and except as otherwise provided for in Section 20 (“Ownership of Data; Grant of Perpetual License Regarding Assessment Results”) herein, the Contractor will provide a one year term license to SPS to use, access, and benefit from the Contractor Content described herein. The Content includes:

1. all assessments developed by the Contractor and provided to SPS as part of this Agreement
2. all Teacher Rationales (documents that include the correct answers, explanations of incorrect answers, standard alignments, and other information related to the assessments) for the assessments provided
3. all assessments and Teacher Rationales developed by SPS using the Contractor’s online system and database of test questions

Content Areas /Grade Levels	3 Interims ELA– Gr 3-8, English 1 3 Interims Math – Gr 3-8, Algebra 1 1 Math Summative - Grade 2 1 ELA Summative – Grade 9 Total – 44 assessments	
Types of Assessments	<ul style="list-style-type: none"> • Each ELA Interim will assess the literary reading (RL) and informational reading (RI) standards 1-9. Assessments will contain 20-27 items • Each Math Interims will assess Major standards identified by SPS, as well as, standards that are addressed during each instructional window of time. Distribution of Major and Instructional Standards will be approximately 50/50. Assessments will contain 23-30 items. • The Math Summative for Grade 2 will be comprehensive and cover the Major Standards. Assessment will contain 30-40 items. • The ELA Summative for Grade 9 will be comprehensive and cover the Major Standards. Assessment will contain 26-35 items. 	
Amplify Staffing	ELA – Diana Dexter ELA – Rob Harris	

	<p>ELA – Cecilia Monico-Mozdzierz Math – Matt Stolz Math – Melissa Baker Publishing – Elisa Abend-Goldfarb Project Manager – Karen Pastor Program Manager – Kate Schramm</p>	
Administration dates	<ul style="list-style-type: none"> • Interim 1 (baseline and optional for schools)– Approximately September/October 2015 • Interim 2 –Approximately November / December 2015 • Interim 3 –Approximately February / March 2016 • 	
Online/Offline Content Review	<p>SPS will review content via the Amplify Online review Tool. SPS will assign one Gatekeeper per assessment to enter feedback from district reviews. Gatekeepers can be responsible for multiple assessments.</p>	
Content Finalization Dates	<ul style="list-style-type: none"> • -X weeks before Interim 1 • -X weeks before Interim 2 • -X weeks before Interim 3 	
Content Requirements	<ul style="list-style-type: none"> • SPS will provide Amplify with district scope and sequence documents prior to blueprint development • Amplify will provide Blueprints for Interim Assessments • Assessments will include a variety of selected response item types and 2 constructed response • 3-5 TEIs for On-line version only • ELA Interim Assessments will contain standards RI/RL 1-9, and some foundational standards for lower grades • Text Complexity will increase with each interim assessment and all passages will be authentic and from the CCC permissioned passage bank • Math Interim Assessments will be 50% Major Standards as identified by OSPI, 50% SPS Pacing Guides • DOK% - TBD 	
Formatting and Publishing Requirements	<ul style="list-style-type: none"> • Assessment Titles – Seattle to decide • Assessments should have two sections • One or Two Column – Seattle to decide • Cover Page – Seattle to decide • Directions – Seattle to decide 	
Internal/District Printing and Requirements	District Printing	
District Contacts	<p>Shauna Heath Executive Director slheath@seattleschools.org</p> <p>Eric Anderson Director Research- Eval. & Assessment emanderson@seattleschools.org</p> <p>Shawn Cook</p>	

	<p>Assessment Program Manager smcook@seattleschools.org</p> <p>Kathleen Vasquez ELA Program Manager Kavasquez@seattleschools.org</p> <p>Anna Box Math Program Manager ambox@seattleschools.org</p>	
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Overview

The Assessment Creation Service includes the following components:

1. Based on the Blueprints (see below) created by Amplify and approved by SPS, Amplify will choose the most appropriate item set from within the Item Bank.
2. Where there are gaps between what is on the Blueprints and what is available in the Item Bank, Amplify will create new items. Such items will follow similar formats to those in the Item Bank unless other models are included in the Scope of Work.
3. Amplify will prepare finished documents to reflect SPS options, to minimize page count, and to ensure appearance of documents does not impact the validity of the assessment.
4. Amplify will provide project management services to ensure all work is progressing on schedule.

Blueprints

SPS will provide Amplify with a specification for each set of assessments for each course that indicates the number of items required for each standard, as well as the specific skills and requirements for the skills being assessed (the “Blueprint”). These Blueprints will be provided through Amplify’s on-line tools for entry and management of Blueprints (the “Blueprint Tool”). Amplify will work with SPS to ensure the full requirements of the assessment program are captured at the time of implementation.

Blueprint Limitations

Blueprints must conform to the following limitations:

- Each assessment within that Blueprint will contain unique items and passages.
- Each Blueprint may include up to 10 items for any given standard throughout all the assessments on the given Blueprint.
- Each assessment within a Blueprint may contain up to 40 items.
- If the Blueprints for two or more courses overlap (e.g., Algebra and Algebra Readiness), then the items and passages may be used once on each Blueprint.

Deliverables

Amplify shall generate both a student document and a rationale document for each assessment to be created. Documents will be provided in .pdf format or other electronic format of Amplify’s choice for each Assessment Amplify creates for SPS. Assessments, once created, will be maintained and accessed via Amplify’s website. SPS will have the right to use these assessments subject to the terms of and for the duration of this Agreement.

SPS Review of Assessments

To develop assessments that meet the needs of SPS, careful review and input are required of SPS. The Assessment Creation Service allows SPS the following types of input:

1. Directing Amplify in the selection of alternate items from Amplify’s item bank.
2. Responding to Amplify input and recommendations regarding appropriate item choices.

Exhibit J

3. Directing the Amplify in the development or modification of items.

Amplify understands that SPS must control costs, and to keep costs of this service as low as possible, all Customer reviews must be completed in the form prescribed by Amplify (the "Online Review System" or "ORS"). The ORS is continually evolving and developing, however it includes the following core elements:

1. All reviews will be documented electronically through an online system.
2. Amplify provides access to PDF documents of all drafts to be downloaded from a password protected Web site.
3. All assessment review must be synthesized by an individual to serve as a single point of contact for SPS to ensure Amplify has consistent and uniform feedback on which to act. This single point of contact will also assist Amplify in answering questions, clarifying feedback, and resolving any issues.

Amplify will conduct a one-day on-site review with Customer at no additional charge. If SPS requires Amplify staff to conduct further reviews with SPS on-site, this can be purchased for an additional fee.

Project Management

In order to ensure proper management of the many details and reviews required to complete dozens of assessments, Amplify employs a project management approach that establishes a schedule, a project manager, and specific individual owners from Amplify and SPS to be accountable for steps required for the completion of all assessments. The process employs the concept of "Gates," in which SPS approves the certain decisions before Amplify will begin the next stage of work. For example, Amplify will not begin formatting assessment documents until SPS has approved all content on the assessment. **Once an approval is provided for a given set of decisions, any request to revise such approved decisions will result in a change in schedule. Further, for each assessment that requires modification, a fee equivalent to the price of one (1) assessment to be created through the Assessment Creation Service will be due.** Amplify's project manager will serve as the coordinator for all activities and will provide SPS with status information as needed. SPS will establish a single point of contact for assessment reviews. SPS may, however, assign different points of contact for different assessments, provided Amplify is informed of and in direct contact with exactly one individual decision maker for each assessment.

Quick Checks

Common Core State Standards Mastery ELA & Math: These are mastery level assessments in Math and English Language Arts, written to the Common Core State Standards (CCSS).

Quick Checks CCSS Performance Tasks ELA & Math: These performance assessment tasks and written to the CCSS and are written to a constructed response format. They are designed for classroom use and include guides designed to help transition to CCSS and support the use of the Performance Items during instruction. They include Distractor Rationale Rubrics to help score and use the student work product to guide instruction. To assist districts with their transition, the Contractor is licensing these assessments, as they become available, to the same students licensed for California Mastery ELA and Math Quick Checks for no additional cost in the initial year.

Description of the Quick Checks Products

Quick Checks:

- are composed of a specific set of items
- will be delivered in PDF format or online administration through Beacon and cannot be modified and
- generally contain 5 items including selected response and constructed response

The CCSS Mastery Math and ELA Quick Checks as well as the Quick Checks CCSS Performance Tasks are in continuous development and are released as completed. For a current list of available assessments, contact the Contractor.

Exhibit J

From time to time Contractor may add assessments to one or more of the Quick Check Products licensed by SPS, but the Contractor is under no obligation to do so. SPS will have access to such assessments. From time to time the Contractor may develop and market similar assessments as new series of Quick Checks, and such new products marketed under a new name may require additional fees.

Professional Development and Training

The professional learning sessions are targeted to teacher leaders and building administrators. Each session assumes a maximum of 25 participants. For the 2015-15 school year, three types of professional learning will be offered: A series of two teacher leaders sessions, two administrators sessions, and five Webinars and Question and Answer sessions based on district needs. We will also allocate additional "Flex PD" in the form of in-person and webinar as needed.

Teacher Leader Session Series

The two teacher leader sessions consist of two half-day sessions. These can be spread across multiple consecutive days or they can be led concurrently. Eight training days for each of the two sessions will be necessary to train a teacher leader from each school.

Session Topics:

Session 1: Selecting and Administering Assessments – Test administration for both interim (benchmark) series and Quick Checks including test selection, test assignment, scoring of constructed response items, and paper/pencil test administration.

Session 2: Accessing and Using Beacon Reports – A walkthrough accessing and using available teacher reports. Examining use scenarios for different reports including applying filters for different views of data as well as related functionality (e.g. the "Now What?" tool).

Administrator Series

Each administrator will be guided through a Beacon overview and aggregate data reports. In order to reach each administrator, Amplify shall provide two Webinars and two in-person trainings for each of the two administrator sessions.

Webinar Series and Q&A

A set of five recorded webinars and Q&A sessions has been set-aside for SPS. These will be held between test administrations to provide optional follow-up opportunities for schools wanting to dig deeper into Beacon functionality. Recorded webinars can be created based on customer need and Q and A webinars led by an Amplify consultant can be scheduled during times agreed upon by SPS. Topics can include Best Practice tips for Beacon reports, work-flow tips for scoring and/or scanning tests, navigating and using Quick Checks, and test creation within Beacon. Amplify can work with SPS across the school year to plan webinars and Q&A sessions that meet current district needs.

Other services provided:

- Amplify Academy Online Modules

Single Sign-On (SSO)

Depending on the district technical capabilities and preferences, Amplify can provide SAML/SSO or JWT/SSO. This will allow access to the Amplify system directly from the district portal without the need for the user to login into the Amplify system. This will require that the district SSO implementation is in place before integration may begin prior to the beginning of the 2015/2016 school year. If the district's

Exhibit J

implementation is in place and represents a standard SSO implementation, and if the district commits appropriate resources to integration activity, Amplify will provide SSO integration as set forth above.

Customer Service

Amplify shall provide a toll free phone number that schools can use to contact Amplify to resolve real-time test administration issues and platform navigation and use issues. This phone number shall be staffed throughout the 2015-16 school year and available to SPS teacher 7 am – 4 pm pacific time. The customer service representatives shall be proficient on the Beacon platform.

Browser Support

Amplify will support the latest 2 versions of Firefox, Firefox ESR 31 and IE 10 or above. All Amplify applications shall work with at least one of the above listed browsers.



EXHIBIT K

55 Washington Street, Suite 900
Brooklyn, NY 11201-1071
T: 800.886.9126 F: 646.403.4700
www.amplify.com

Amplify Price Quote

Date: 5/21/2015

Prepared For:

Mr. Eric Anderson
Manager, Research & Evaluation
Seattle Public Schools (WA)
Seattle, Washington 98134

Prepared By:

Rich Watson
Regional Vice President
(310) 339-4217
rwatson@amplify.com

Products & Services	Quantity	Unit Price	Total Price
Assessment Creation Service Fee	44	\$1,385.00	\$60,940.00
Beacon Bundle (Full Renewal) - Software, Studio & Success Checks	18,500	\$9.95	\$184,075.00
Beacon Bundle (Full) - Software, Studio & Success Checks	13,884	\$9.95	\$138,145.80
Special Training Package for Insight Products	1	\$50,000.00	\$50,000.00
GRAND TOTAL			\$433,160.80

Scope of engagement:

- Grades: K-12
- Participating Schools: TBD

Duration of engagement:

- Term of product license: One year beginning on the date set forth on invoice.
- Term of Training and Professional Development: Services listed herein to be used within one year of purchase.

Other information:

- Quote ID: PQ# 140728-60346
- This Proposal is valid for thirty (30) days.
- Prices do not include sales tax, if applicable.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483.
- Payment terms, net 30 days.
- Pricing for all software products is based on total enrollment per grade level assessed.
- Assessment kits are non-returnable. Expedited shipping is available at extra charge.
- Please visit the following website below for information about technical specifications, hardware requirements:
<http://www.amplify.com/assessment/devices>

This Price Quote is subject to the Standard Terms & Conditions of Amplify Education, Inc. Issuance of a purchase order or payment pursuant to this Price Quote shall be deemed acceptance of such Terms & Conditions.