


January 17, 2017



To: Rebecca Garland  
Deputy State Superintendent

From: Tammy Howard, Director   
Division of Accountability Services

Subject: **Amendment 2** Intent to Contract with University of Wisconsin-Madison's Center for Education Research (WCER)  
RQ18778017 (NC10226117)

**Important Information:** Approval of this Memorandum of Intent to Contract is required prior to initiating the contract process. It does not constitute a contract, nor does it imply that a contract will be approved. In that regard, please note that no contractor work can begin until a contract has been approved and signed by both parties. Signed contracts will be returned to the listed DPI Contract Contact Person by the DPI Purchasing and Contracts Section.

**Instructions:** The questions/information in this memorandum must be completed, and the appropriate approvals obtained prior to initiating a Request for Proposal (RFP) or any contract paperwork, including amendments. All appropriate requested questions and information must be answered and completed, or the form will be returned. If approved, the original memorandum will be forwarded to the Purchase and Contracts Section, and a copy will be returned to the division. If not approved, the original memorandum will be returned to the division.

1. Please complete the following information (If you will use competitive bidding, please insert a short name for the RFP or other bid instrument in the place for Contractor Name; for example: RFP for Parking Services, and do not complete the contract amount or contract dates.)

**Contractor Name:** Board of Regents of the University of Wisconsin System/University of Wisconsin-Madison Center for Educational Research (WCER)

**Contract Amount:** \$8,195,822.50 (7,928,552.50 + 267,270.00)

**Contract Dates:** July 1, 2015 through June 30, 2018

**DPI Contract Contact Person and Telephone Number:**

Ms. Nancy Carolan  
(919) 807-4160

2. Is this a contract amendment? If so, please explain fully why you are amending it.

**Yes. We are amending the existing contract because the number of students estimated in Schedule B of the MOU is substantially lower than the actual number of students who were tested on the ACCESS for ELLs. During the first year of the contract there was an increase of about 4000 students. There will also be an increase of students during the next two years.**

3. **Why are you initiating a contract? What services will you require?**

**Title III of the Federal Elementary and Secondary Education Act (The No Child Left Behind Act of 2001 or NCLB) requires each Title III subgrantee (i.e. local educational agencies [LEA] or consortia of LEAs) to provide an evaluation to its State educational agency (SEA), which is used by the subgrantee and SEA to: improve programs and activities; determine the effectiveness of programs and activities in assisting children who are limited English proficient to attain English proficiency (using State-approved evaluation measures); meet challenging State academic content and student academic achievement standards; and determine whether or not to continue funding for specific programs or activities.**

**WCER offers evaluation services, on behalf of the World-Class Instructional Design and Assessment Consortium (WIDA), that are designed to assess the progress of children in attaining English proficiency, including a child's level of comprehension in the four recognized domains of speaking, listening, reading, and writing, and that are aligned with the WIDA English language proficiency standards. As part of these evaluation services WCER offers the English language test, Assessing Communication and Comprehension in English State to State for English Language Learners under the brand name ACCESS for ELLs®.**

**WCER will provide the following required professional services. The professional services set forth below shall be performed: (i) using the requisite degree of skill, care and diligence; and (ii) in accordance with professional standards consistent with nationally recognized contractors performing similar professional services.**

- a. WCER shall perform an alignment study between North Carolina's state academic standards and the WIDA Consortium ELP standards.**
- b. WCER shall administer and score ACCESS for ELLs® for the 2013-14 school year and future years covered under the MOU. WCER, through its subcontractor MetriTech Inc., will provide printing, distributing, scoring and reporting (PDSR) of the ACCESS for ELLs®.**

- c. **WCER shall make the ACCESS for ELLs<sup>®</sup> screener test, W-APT<sup>™</sup>, available to NC DPI during the term of this MOU. NC DPI acknowledges that WCER is under no obligation to update, revise or other modify the W-APT<sup>™</sup> throughout the term of this MOU.**
- d. **WCER shall provide technical assistance, professional development and English language learner curriculum resources to NC DPI.**
- e. **WCER will provide the following assessments and support materials:**
  - i. **ACCESS for ELLs English language proficiency test (“ACCESS for ELLs”);**
  - ii. **WIDA ACCESS Placement Test English language proficiency placement test (“W-APT”);**
  - iii. **WIDA English language proficiency standards and Resource Guide (“WIDA ELP Standards”), including future editions;**
  - iv. **ACCESS for ELLs Training Toolkit and administration manuals (“WIDA Training Toolkit”);**
  - v. **WIDA Consortium professional development materials (“WIDA PD Materials”); and**
  - vi. **ACCESS for ELLs technical documents and research reports.**

4. How does the contract add value to the teaching/learning process?

**NCDPI has approved the ACCESS for ELLs<sup>®</sup> English language test as an evaluation measure available for North Carolina’s subgrantees Title III requirements.**

**NCDPI wishes to join WIDA in order to acquire the annual administration of ACCESS for ELLs<sup>®</sup> and related evaluation services of WCER and WIDA, having the requisite expertise, wishes to provide NC DPI with ACCESS for ELLs<sup>®</sup> administration and related evaluation services.**

5. Is the service unique and not repetitive with agency activity or other contracts? Please state why this service cannot be performed within the resources of the agency.

**This service is unique and not repetitive with agency activity or other contracts. The above services cannot be performed within the resources of NCDPI because of the level and scope of technical support resources and expertise needed for test implementation.**

6. What is the impact, if you do not contract for these services?

**NCDPI will be in non-compliance with the federal Title III NCLB policy.**

7. If this contract is being paid with grant money, does the grant require the contracted services? Please describe the grant references to these contracted services, and give a synopsis of the grant.

**Yes, the State Assessment Grant is used to fund North Carolina's participation in WIDA. The Assessment Grant is provided to states to support assessments required by the Elementary and Secondary Education Act (ESEA) requirements of which Title III is part and is described in the response to Question 3.**

8. Will you use competitive bidding (e.g., RFP?) If yes, skip the remaining questions # 9 through # 12.

**No.**

9. Are you using an IT Supplemental Staffing Convenience Contract or other type of convenience contract? If yes, please skip question # 10 and complete questions # 11 and # 12.

**No.**

10. Do you plan to request sole sourcing for this contract? If yes, please complete and attach the required sole source justification memorandum. Sole sourcing is warranted whenever only one acceptable source can be found; sole sourcing should never be the first consideration. (**Important:** The approval of the DPI Section Chief for Purchasing and Contracts, and approval by the Division of Purchasing and Contracts or ITS Procurement Services is required for sole sourced contracts.)

**No.**

11. Have you contracted with this vendor previously for related services? If yes, please list all contracts with this vendor during the last twelve months.

**Yes. EP4606850, NC10094363**

12. How did you calculate the cost (e.g., what is the cost per hour and number of hours?) If the cost per hour is above the DPI maximum for that type of service per the New Service Contract Policies, please attach the required written permission granted by the Deputy Superintendent.

**Costs are calculated based on the projected number of students tested.**

13. Is this contract for information technology services?

**No.**

Requisition No. **RQ18778017 (NC10226117)**

Budget Code: 0801-532199-160037950315

Signed: Margaret Wall Date: 1-18-17  
Budget Representative

Requisition No. **RQ18778017 (NC10226117)**

Approved: Yes  No

Signed: Rebecca Garland Date: 1/18/17  
Supt./Deputy Supt./Appropriate CFO/CAO/CIO

**For Technology Contracts Only:**

Approved: Yes  No

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Information Officer