

K-09-00432

TESTING AND SCORING AGREEMENT

Between
TEXAS INSTITUTE FOR MEASUREMENT, EVALUATION AND SATATISTICS (TIMES)
AT THE UNIVERSITY OF HOUSTON

And
THE RIVERSIDE PUBLISHING COMPANY
February 15, 2009

THIS AGREEMENT entered into as of the 15th day of February, 2009 by and between the Texas Institute for Measurement, Evaluation and Statistics (TIMES) at the University of Houston (hereinafter referred to as the "University" or "Customer", 100 TLCC Annex, Houston, TX 77204-6022 and the Riverside Publishing Company (hereinafter referred to as "Riverside"), 3880 Golf Road, Suite 100, Rolling Meadows, IL 60008.

WITNESSETH THAT:

WHEREAS, the University wishes to continue a state-wide testing program for all Reading First eligible elementary school districts having any students in grades 1 and 2 (hereinafter each individually referred to as a "District" or "Customer" and collectively referred to as "Districts"); and

WHEREAS, Riverside is specifically qualified and equipped to provide the materials ("Materials") and services ("Services") for such testing programs described herein:

NOW, THEREFORE, for and in consideration of the mutual promises and under the conditions and specifications set forth herein, the parties do mutually agree as follows:

1.0 Term of this Agreement .

The term of this Agreement will commence on February 15, 2009 and shall end August 31, 2009. There will be one testing period for each school year.

2.0 Price

Riverside will invoice individual Districts through TIMES for materials and scoring, unless otherwise directed by the University. Pricing specifics are set forth in Exhibit B. Prices do not include shipping and handling or any applicable taxes. Materials will be invoiced upon shipment of materials. Scoring will be invoiced upon shipment of score reports.

3.0 Obligations of the University

The University agrees:

- 3.1 to oversee the administration of the Iowa Tests of Basic Skills (ITBS) and Logramos Tests.
- 3.2 to alternate forms of ITBS between forms A and B. The Spring 2009 testing period for Grades 1 and 2 will use form A of ITBS.
- 3.3 to provide a list of qualified districts and updated campuses with CDN, TX ID no less than forty-five (45) days prior to the beginning of each testing period.
- 3.4 it will be the responsibility of the Customer to submit order forms indicating the quantity of consumable Materials required under this Agreement, as well as any additional reusable Materials required, thirty (30) days prior to testing through TIMES.
- 3.5 that each District will be responsible for properly packaging and accurately labeling cartons of test booklets in a timely manner for shipment to the Riverside Scoring Services.
- 3.6 that individual Districts will be responsible for mailing test booklets to the Riverside Scoring Service in Itasca, IL.

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CONTRACT MANAGEMENT DEPARTMENT

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4.0 Obligations of Riverside

Riverside agrees to provide the Materials and Services described herein, as further detailed in Exhibit A:

4.1 Materials

Riverside will provide the Materials as set for the in Exhibit A. All reusable Materials will be retained by the Districts for use throughout the Term. Consumable Materials and reusable Materials will be provided by Riverside, upon receipt of purchase orders from the Customer. Test booklets will be packaged in units of twenty-five (25) with accompanying directions for administration. A common test level will be administered throughout each grade. Materials will be packaged by Individual Districts. Off level testing is available when requested by District.

4.2 Optional Testing; Additional Materials and Services

Districts may order Materials and Services for optional testing. Riverside will invoice Districts for optional testing Materials and services related to the ITBS or Logramos tests under this Agreement at Riverside's then current catalog prices less fifteen percent (15%). Districts may also purchase other Riverside testing products, materials and services, not provided for under this Agreement, at Riverside's then current catalog prices.

4.3 Shipping, Handling, and Storage

Riverside will provide:

- a. delivery of all Materials to Individual Districts
- b. delivery of scoring reports to the Individual Districts
- c. Riverside will select method for shipping.

4.4 Data Storage and Archive Service


All test result data, including individual student files, will be archived by Riverside for a period of three (3) years. Actual student answer documents will be stored for sixty (60) days after scoring reports have been shipped and then destroyed.

4.5 Scoring Services

The score reports under this agreement include List Report with Class, Building, and System Summaries, an Individual Primary Reading Profile, Student Score Label, Class Item Analysis, Bar Code Labels, Interactive Results Manager (IRM) for ITBS and Riverside Data Reporting Service (RADaRS) for Logramos. Riverside will provide to the University one (1) CD ROM containing electronic student data after each testing period at no additional charge. Such CD will include student data information for all Districts submitted. Should system information be desired on reports, scoring will begin when the last box is received from the District, in scorable condition.

5.0 Terms of Payment

Payment in full shall be due to Riverside within thirty (30) days of the date of any invoice issued hereunder.


University's receipt of an 

6.0 Waiver or Modification of Terms

No waiver, alteration, or modification of any of the provisions of this Agreement nor any addition thereto shall be binding unless in writing and signed by both parties.

7.0 Governing Law

~~All matters pertaining to the validity, construction and effect of this Agreement shall be governed by the laws of the State of Illinois, without reference to its principles of conflicts of laws.~~



8.0 Limit of Liability

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Notwithstanding any provisions to the contrary, in no event shall Riverside be liable for any claims, damages, costs or reimbursements to the University in an amount greater than the actual dollar amount received by Riverside under this Agreement.

and to the extent permitted by law

9.0 Confidentiality

Riverside will treat as confidential all information received in connection with this Agreement, and Riverside further agrees to disclose such information only to the University and those entities designated by the University, or as required by law subsequent to reasonable notice to the University.

10.0 Termination

The University may terminate this Agreement, with or without cause, by giving written notice as provided herein. Such termination shall become effective as of the close of business on the sixtieth (60th) day following the giving of such notice. Riverside shall be paid for Materials and Services provided by it up to the effective date of termination.

11.0 Notices

All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered personally or by courier service to the address below, or when deposited in the United States mail, first class postage prepaid, address as follows:

The Riverside Publishing Company
3800 Golf Road, Suite 100
Rolling Meadows, IL 60008
Attention: Sr. Contract Administrator

Texas Institute for Measurement, Evaluation and
Statistics (TIMES) at the University of Houston
100 TLCC Annex, 4800 Calhoun
Houston, TX 77204-6022
Attention: Dr. Coleen Carlson

12.0 Entire Agreement

This Agreement contains the entire Agreement of the parties hereto and supersedes any prior written or oral agreements between them concerning the subject matter herein.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representative as of the day and year set forth below.

Accepted And Agreed To By:

Texas Institute for Measurement,
Evaluation and Statistics (TIMES) at the
University of Houston

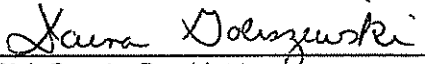
By: 
Rosemary Grimmer
Executive Director, Research Services

Print Name/Title

3-12-09

Date

The Riverside Publishing Company


~~Rich Swartz, President~~
DAINA GOLISZEWSKI, DIRECTOR, FINANCE

Date

3/13/09

APPROVED AS TO FORM
(AS MODIFIED) BY:



OFFICE OF THE GENERAL COUNSEL
UNIVERSITY OF HOUSTON SYSTEM

Exhibit A

K-09-00432

**TEXAS INSTITUTE FOR MEASUREMENT, EVALUATION AND STATISTICS (TIMES)
AT THE UNIVERSITY OF HOUSTON**

TEST MATERIALS

Iowa Tests of Basic Skills® (ITBS®)

Consumable Test Booklets, ITBS Form A, Level 7 Core Battery, package 25
Consumable Test Booklets, ITBS Form A, Level 8 Core Battery, package 25

Logramos®, Second Edition

Consumable Test Booklets, Level 7, package 25
Consumable Test Booklets, Level 8, package 25

SCORING SERVICES

The scoring services are as follows for both ITBS and Logramos:

List Report of Student Scores with Class, Building and System Summaries
Individual Primary Reading Profile
Student Score Label
Interactive Results Manager (IRM) ITBS only
Riverside Assessment Data Reporting Service (RADaRS) Logramos only
Bar Code Label

TEXAS INSTITUTE FOR MEASUREMENT, EVALUATION AND STATISTICS (TIMES)
AT THE UNIVERSITY OF HOUSTON

PRICING SCHEDULE*

Testing Period	Materials Price per package 25		Texas Reading First Scoring**	Bar Code Label	Student Score Label, iRM (ITBS), RADaRS (LOG), Group Item Analysis
Spring 2009	\$119.46		\$5.28/student	\$0.53/student	15% off current catalog prices

*Prices do not include shipping and handling

**Includes Basic Service and Individual Primary Reading Profile

Test	Unit	Grade	Total Count Students/ Teachers/ LEAs	Material Cost per Student	Scoring Cost per Student/ Teacher/ LEA	Barcode Labels Cost per Student	Assessments Total Cost: Material + Scoring + Labels	Shipping Cost: Assessments Total Cost* 20%	Total Cost : Assessments Cost + Shipping
ITBS	Per Student	1	36,424	\$ 4.78	\$ 5.28	\$ 0.53	\$ 385,730.16	\$ 34,821.34	\$ 420,551.50
ITBS	Per Student	2	37,080	\$ 4.78	\$ 5.28	\$ 0.53	\$ 392,677.20	\$ 35,448.48	\$ 428,125.68
Teacher Directions	Per Teacher		1200		\$ 12.40				\$ 14,880.00
Logramos	Per Student	1	11,848	\$ 4.78	\$ 5.28	\$ 0.53	\$ 125,470.32	\$ 11,326.69	\$ 136,797.01
Logramos	Per Student	2	8,971	\$ 4.78	\$ 5.28	\$ 0.53	\$ 95,002.89	\$ 8,576.28	\$ 103,579.17
Teacher Directions	Per Teacher		700		\$ 12.40				\$ 8,680.00
Grand Totals									\$ 1,112,613.36