

TIPS VENDOR AGREEMENT

Between DecisionEd Group, Inc. **and**
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 180407 Data Analytics Solutions and Services

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

Terms and Conditions

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned company.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled for to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

Pricing

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any Fee conditions stated in the RFP. Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement.

Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits by third parties for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation's specified minimum score or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement

If a vendor submitting an Proposal requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Supplemental Vendor's Agreement documents shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement

shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is permitted for the TIPS Member to provide a general scope, but the awarded vendor should provide a written scope of work to the TIPS Member as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required bond and any other special provisions agreed

to for the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor Agreement.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS Member issues a purchase order or other document that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686.
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders.

General Liability	\$1,000,000 each Occurrence/ Aggregate
Products/Completed Operations	\$1,000,000
Automobile Liability	\$300,000 Including owned, hired, & non-owned
Workers' Compensation	Statutory limits
Employers' Liability - if you employ others than owners and provide services or on-site delivery or work, not just goods	\$1,000,000
Umbrella Liability	\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s).

Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Each insurance policy shall be endorsed to state

that coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

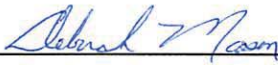
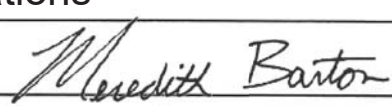
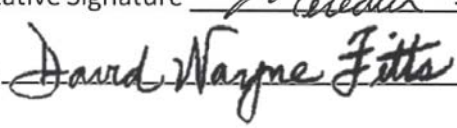
Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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TIPS Vendor Agreement Signature Form

RFP 180407 Data Analytics Solutions and Services

Company Name DecisionEd Group, Inc.
Address 9901 Valley Ranch Parkway East, #1060
City Irving State TX Zip 75063
Phone 972-591-6480 Fax 866-856-3679
Email of Authorized Representative deborah.mason@decisioned.com
Name of Authorized Representative Deborah Mason
Title President
Signature of Authorized Representative 
Date 05/16/2018
TIPS Authorized Representative Name Meredith Barton
Title Vice-President of Operations
TIPS Authorized Representative Signature 
Approved by ESC Region 8 
Date 6/28/18

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689 x			Department Building
Fax				
Bid Number	180407			Floor/Room
Title	Data Analytics Solutions and Services	Department Building		Telephone
Bid Type	RFP			Fax
Issue Date	4/5/2018 09:06 AM (CT)			Email
Close Date	5/21/2018 08:00:00 AM (CT)	Floor/Room		
		Telephone	+1 (866) 839-8477 x	
		Fax	+1 (866) 839-8472 x	
		Email	bids@tips-usa.com	

Supplier Information

Company DecisionEd Group, Inc
 Address 9901 Valley Ranch Parkway East
 Suite 1060
 Irving, TX 75063
 Contact Michelle Birdwell
 Department
 Building
 Floor/Room
 Telephone (972) 591-6480
 Fax
 Email michelle.birdwell@decisioned.com
 Submitted 5/18/2018 09:09:22 AM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Deborah Mason

Email deborah.mason@decisioned.com

Supplier Notes

Thank you for the opportunity to submit this response. We hope to have the pleasure of working with you soon!

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
2	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
3	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
4	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	DecisionEd provides Data Analytics Solutions to school districts of all sizes across the United States. Our solution integrates data from all district subject areas (SIS, assessments, interventions, Finance, HR etc.) with as many years of solid historical data as you have available. We do the heavy lifting of the integration, extracting data on your behalf using prebuilt connectors to every source system, and provide extensive validation to ensure your data is accurate. Our thought-provoking analytics securely present actionable insight to all levels of users and decision makers. Districts enjoy our robust library of customizable dashboards and reports, along with advanced analytic capabilities including Predictive Analytics and Cognitive Computing. Our Extensible Early Warning System alerts problems before they occur. Founded in 2005, based in Texas, and built from the ground up specifically for the needs of education, DecisionEd delivers the most powerful, easy-to-use, easy-to-understand performance management solution available today.
5	Primary Contact Name	Primary Contact Name	Michelle Birdwell
6	Primary Contact Title	Primary Contact Title	Sales Leader
7	Primary Contact Email	Primary Contact Email	michelle.birdwell@decisioned.com
8	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	972-591-6705

9	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	866-856-3679
10	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	615-403-6739
11	Secondary Contact Name	Secondary Contact Name	Mark Mason
12	Secondary Contact Title	Secondary Contact Title	Chief Technology Officer
13	Secondary Contact Email	Secondary Contact Email	mark.mason@decisioned.com
14	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	972-591-6472
15	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	866-856-3679
16	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	214-789-4586
17	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Deborah Mason
18	Admin Fee Contact Email	Admin Fee Contact Email	deborah.mason@decisioned.com
19	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	972-591-6472
20	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Deborah Mason
21	Purchase Order Contact Email	Purchase Order Contact Email	deborah.mason@decisioned.com
22	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	972-591-6472
23	Company Website	Company Website (Format - www.company.com)	https://decisioned.com/
24	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	20-4669398
25	Primary Address	Primary Address	9901 Valley Ranch Parkway East, Suite 1060
26	Primary Address City	Primary Address City	Irving
27	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
28	Primary Address Zip	Primary Address Zip	75063

29	Search Words:	<p>Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)</p>	<p>Alert, Alerts, Analysis, Analytics, Assessment, Assessments, AI, Artificial Intelligence, Benchmark, Cognitive, Cognitive Computing, Dashboard, Dashboards, Data, Data Warehouse, Decision Support, Early Warning, Ed-Fi, Educational Software, Educator Performance, ESSA, Every Student Succeeds Act, Evaluation, Historical, Information, Insight, Interoperability, Intervention, Machine Learning, Model, MTSS, Multi-tiered System of Support, Leadership, Learning, Longitudinal, Management, Model, Modeling, No Child Left Behind, NCLB, ODS, Performance, Performance Management, Predictive, Predictive Modeling, Predictive Analytics, Predictive Analysis, Professional Learning, Professional Development, PD, Reporting, Risk, RTI, Scoring, Statistical, Statistics, Student Information, Subject Areas, Tests, Testing, Watson, Watson Analytics</p>
30	Yes - No	<p>Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</p>	Yes
31	Yes - No	<p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p>	Yes
32	Company Residence (City)	Vendor's principal place of business is in the city of?	Irving
33	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas

34	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."	(No Response Required)
35	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
36	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
37	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
38	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
39	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	5%
40	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
42	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	No

43	Start Time	Average start time after receipt of customer order is ____ working days?	5
44	Years Experience	Company years experience in this category? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.	12
45	Resellers:	<p>Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.</p> <p>EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller.</p> <p>(If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.</p>	No
46	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
47	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	No
48	NON-COLLUSIVE BIDDING CERTIFICATE	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <ol style="list-style-type: none"> 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. 	(No Response Required)

- 49 Texas HB 89- Texas Government code §2270 compliance Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq. YES
- The relevant section addressed by this form reads as follows:
Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
- I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.
FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.
I swear and affirm that the above is true and correct by a "YES" response.
- 50 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 51 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here?
- 52 Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. Yes
- 53 Regulatory Standing Regulatory Standing explanation of no answer on previous question.

54 Antitrust Certification Statements (Tex.
Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies (No Response Required)
that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and / or debarment.

56 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Yes

By submitting this offer and certifying this section, this bidder:

Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

57 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3)

email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your

proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

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|----|--|---|------------------------|
| 58 | 2 CFR PART 200 Contract Provisions Explanation | <p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.</p> <p>In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.</p> | (No Response Required) |
| 59 | 2 CFR PART 200 Contracts | <p>Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.</p> <p>Does vendor agree?</p> | Yes |
| 60 | 2 CFR PART 200 Termination | <p>Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.</p> <p>Does vendor agree?</p> | Yes |

61	2 CFR PART 200 Clean Air Act	Yes
62	2 CFR PART 200 Byrd Anti-Lobbying Amendment	Yes
63	2 CFR PART 200 Federal Rule	Yes

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree?

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree?

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act?

64	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
65	Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes

66 Remedies	<p>The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
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67 Remedies Explanation of No Answer

68 Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
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69 Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p>	Yes
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Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

- | | | | |
|----|---|---|--------------|
| 70 | Alternative Dispute Resolution | Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.
Do you agree to these terms? | Yes, I Agree |
| 71 | Alternative Dispute Resolution Explanation of No Answer | | |
| 72 | Infringement(s) | The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.
Do you agree to these terms? | Yes, I Agree |
| 73 | Infringement(s) Explanation of No Answer | | |
| 74 | Acts or Omissions | The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms? | Yes, I Agree |
| 75 | Acts or Omissions Explanation of No Answer | | |
| 76 | Contract Governance | Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language. | Yes |

77 Payment Terms and Funding Out Clause

Payment Terms: Yes
TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:
Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.
See statute(s) for specifics or consult your legal counsel.
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
Do you agree to these terms?

78 Insurance and Fingerprint Requirements Information

Insurance (No Response Required)
If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.
Fingerprint
It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>
If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and
(2) has or will have direct contact with students
Then you have "covered" employees for purposes of completing the attached form.
TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.
See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

<p>79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	<p>Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.</p> <p>Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:</p> <p>(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.</p> <p>I certify that:</p> <p>NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.</p> <p>OR</p> <p>SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.</p> <p>(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.</p> <p>(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	<p>Some</p>
<p>80 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>Yes</p>

81	Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	
82	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
83	Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	
84	Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	<p>SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.</p>	(No Response Required)
85	Yes - No	<p>Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.</p>	No
86	YES or NO	Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?	NO

87 YES or NO

If yes to #86, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

88 Long Term Cost Evaluation Criterion # 4.

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".

Points will be assigned to this criterion based on your answer to Attribute 87 of this solicitation in the ION Wave bidding system. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

increases will be 5% or less annually per question

Texas Government Code 2270 Verification Form YES
Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.
The relevant section addressed by this form reads as follows:
Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.engaged by
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg,TX,75686
verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.
AND
our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

Line Items		
Response Total:		\$0.00

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

[illegible]

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

DecisionEd Group, Inc.

Name of Organization

9901 Valley Ranch Parkway East, #1060, Irving, TX, 75063

Address, City, State and Zip of Organization

Deborah Mason, President

Name & Title of Submitting Official



Signature

05/16/2018

Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

DecisionED Group, Inc

Official: _____
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: _____

OR

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: Debra T. Mason

OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

You may attach another sheet

Signature of Authorized Company Official: _____



TIPS RFP 180407 Data Analytics Solutions and Services

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

If you claim that parts of your proposal are confidential, complete the top section below.

I claim part of my proposal to be confidential and **DO NOT** desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

Name of company claiming confidential status of material

Printed Name and Title of authorized company officer claiming confidential status of material

_____ Address	_____ City	_____ State	_____ ZIP	_____ Phone
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ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature _____ Date _____

OR _____

If you do not claim any of your proposal to be confidential, complete the section below only.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Deborah Mason

President

Printed Name authorized company officer

Title of authorized company officer

9901 Valley Ranch Parkway #1060, Irving, TX, 75063

972-591-6480

Address

City

State ZIP

Phone

Signature



Date 5/16/2018

Warranty Information

As a supported product, not only does DecisionEd warranty our standard source code, during the deployment, we will be making customizations to support each District. We import District specific data sources. We incorporate a District's business rules (e.g. if they do not allow multi-school enrollment, enrollment records will be quarantined if we find a student with enrollment at multiple schools).

Our DecisionEd warranty covers a District's entire solution, **including both our standard product AND the customizations to support the District**. As long as a District is a supported customer, DecisionEd owns this responsibility.

Please see the DecisionEd Standard Terms and Conditions that have been uploaded as a part of this response. It includes a copy of our software warranty language.

What exactly is “K-12 Data Analytics” anyway?

Published by: DecisionEd, 9901 Valley Ranch Parkway East, Suite 1060, Irving, Texas 75063

“K-12 Data Analytics” might sound obscure, but at its simplest, it’s really about using information – organized data – to help school districts be more effective and efficient. And by sharing information, administrators, teachers, counselors – as well as students and their parents – can focus precisely on what they need to be successful.

The lexicon around K-12 Data Analytics can seem equally vague. While there’s some resonance around phrases like “high-level aggregates on a dashboard,” “drill-down reports,” “key performance indicators” and “predictive analytics,” the exact meaning can sometimes seem elusive.

But understanding the role of consistent, integrated data across the varied components of the overall K-12 Data Analytics process needn’t be a mystery.

Where to Start? K-12 Data Analytics Defined

Let’s begin by defining the features of a K-12 analytics system that allow a school district to create, understand and share decision-quality data in an effective, timely fashion.



Dashboards



Alerts



Reports



Key Performance Indicators (KPIs)



Predictive Analytics

Dashboards – Visualizing the Road Ahead



A simple analogy to this feature are the internal workings of an automobile, starting with the information panel that lights up when you start the engine – the **dashboard**.

Your car’s dash provides a wealth of timely, on-demand information – time to change the oil, low tire pressure, open trunk lid, 12 more miles until you’re out of gas and so on – a K-12 Data Analytics dashboard provides an intuitive, timely window into data so you

can see what’s going on within your district and what needs attention right away.

Displays can include data on attendance, behavior trends, staff information, student results, progress toward goals and other content. And like modern car dashes, they’re easily configurable so staff members can make content changes quickly.

Alerts – Trouble Ahead



Just like when a car’s dashboard might show a warning light, a K-12 Data Analytics dashboard can highlight areas that need attention in the form of **alerts**.

For example, an alert can warn district staff about students who are reaching an “at risk” threshold, or display results of those who are falling short of targets.

Alerts in Action

The challenge – find students experiencing sudden classroom performance changes. But comparing their prior proficiency with recent performance issues is time and labor intensive. An automated scan, however, can trigger a dashboard alert, giving staff members time to help the student improve.

Reports – Status Symbols



Dashboards are great for giving a high-level, at-a-glance look at what's going on in an organization. **Reports**, on the other hand, provide more details, along with the ability to query data. Ideally, reports allow fast and easy identification of key areas, followed by quick drill-downs to glean details to support evolving needs during the school year such as enrollment and behavioral trends, breaking out student assessment results and much more.

Reports should display results in a variety of formats that have been refined in a real-world application through school districts across the nation, are proven in a K-12 environment, and show how a student, school or program is performing.

Reports should also provide insight into factors that drive performance. Answering the “how” about performance is fairly straightforward. The real value of data is when users can understand the “why,” which typically requires a complex presentation of information from many sources, which is an essential step to elevating a student’s success.

Reports come in all shapes and sizes. But a district’s unique needs might not be met by even the most extensive report selection. What’s more, a district needs an “open” product with the ability to let a district modify, extend and create their own reports to suit their particular needs, including remote/mobile access. Beware the vendor who locks a district in, because additional consulting and change fees will surely follow.

Here are some questions to consider when evaluating a K-12 Data Analytics system:

- Does the system provide the ability for staff to generate ad-hoc reports on the fly, as well as to modify and extend reports?
- Will staff be able to generate and manipulate reports on mobile and remote devices with the assurance of data safety and security?
- Does it allow for new reports to be developed and added to the production environment by staff?
- Can a K-12 Data Analytics system provide an open platform that will grow along with the evolving sophistication level of a school district?

Key Performance Indicators (KPI) – Charting Success One Step at a Time



KPIs are exactly what they say – vital indicators of important parameters that let district leadership teams identify critical steps on the path to improvement and also give tactical feedback on progress throughout the organization. KPIs allow districts to set targets and show progress by category – school, district, grade level or program – and monitor performance as well as interim goals along the way. The goal – continuous improvement in a variety of areas across the school’s business spectrum.

Reports in Action

How many reports does a district need? There’s no set rule. But when you consider reviewing student performance by teacher, it’s clear that more is better. Current year performance is just the start. How well are students prepped for next year? How successful is the teacher in this process? Is there a performance change after the introduction of a new teacher? The number of reports is limited only by applying imagination to get answers about tough questions.

KPIs in Action

These indicators generally fall into two categories: accountability and improvement.

- “Accountability” encompasses specific targets (attendance, safe schools, graduation, etc.) and are usually defined by past data or state standards.
- “Improvement” targets areas that increase student performance, graduation rates, drop-out rates, teacher retention and so forth. Improving third-grade reading skills and math proficiency will likely result in higher performance down the line. Retaining and nurturing successful teachers improves instruction quality and student outcomes.

Predictive Analytics – Ask the Crystal Ball



Having a crystal ball to predict the future would be quite useful (and pretty cool, too). **Predictive analytics** are a little like that – they give educators more time to create process change and can also help increase efficiency

when planning current management decisions. By supporting predictive capability at both the micro and macro levels, analytic power increases for districts of all sizes. And by using statistical and experiential technique models, districts can predict student outcomes with a high degree of accuracy.

It's one of the most exciting areas of K-12 Data Analytics. While few school districts have reached this level of analysis, recent advances in software and increased affordability means that predictive analytics will become a more commonplace tool quite soon.

Predictive Analytics in Action

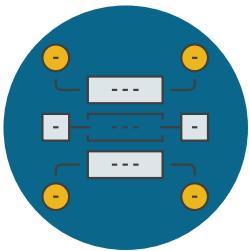
One group of school districts recently discovered that excessive seventh grade student tardiness was a strong predictor for increased drop-out rates in high school.

Based on those analytics, pursuing these questions might be in order:

- Are the demographics similar?
- What are the mobility rates?
- What is the instructional staff composition in the scenario schools?

Predictive analytics can help frame questions and answers to these, and other, hypothetical questions.

Infrastructure – Check Out that Chassis!



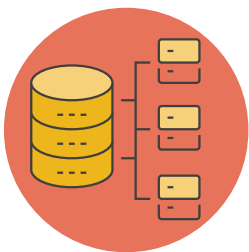
Let's return to our earlier automobile analogy – while the dashboard might look pretty, if the engine, transmission and suspension are shoddy, you won't get very far very fast for very long.

Creating a sound technical infrastructure is easy to talk about but hard to do. It starts with a solid approach that's consistent from the initial design through final implementation, and calls for a reliable, connected and consistent source of accurate data while keeping information safe, secure, relevant and effective. Tall order, indeed.

A strong technical environment includes these elements:

- Data Warehouse
- ETL (Extract, Transform and Load)
- Security

A Home for Data

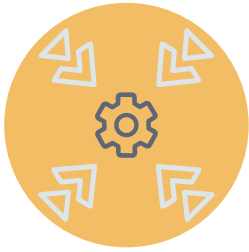


What is a data warehouse? Pretty much what it sounds like: an information repository for a district's relevant systems. It includes database tables and is (or should be) structured according to industry-accepted standards. It should also be able to handle any type of data requests common to a K-12 Data Analytics environment.

"Data modeling" refers to how information is organized within a data warehouse. The value that a warehouse can provide is based on the model, which includes what types of information are stored, level of detail and how that information is integrated. The model allows staff to easily navigate data and efficiently retrieve information. These methodologies bridge different systems and help solve the problem of disconnected data, thus improving access.

A complete data model will include information that explores how the organization performed as well as the factors that affected performance. A school district must be able to analyze and understand these factors, including data about students, teachers, programs, intervention strategies and the application of district resources.

Bringing Order to Chaos



The process of populating a data warehouse is called ETL or “Extract, Transform, and Load.” This important process defines the reliability and timeliness of the data. The degree to how well data is performing determines the impact on district staff, who need to evaluate the ETL’s sturdiness beyond dashboards, alerts and reports.

Critical questions to explore:

- How will the system handle switching over a Student Information System?
- What happens if changes occur where professional development data is maintained?
- When new assessments arise, how does the ETL adapt?

These questions will help define the reliability and stability of any K-12 Data Analytics system.

Safe and Sound



School district data is classified information and regulated by federal law. Any K-12 Data Analytics system must follow strict guidelines for FERPA compliance and district security policies. Delivering solid information is important, but assuring that information is secure is a necessity. This is especially important in a mobile world, where information is available on phones, tablets and other far-ranging platforms that are just a wireless password away.

Any K-12 Data Analytics system should contain a predefined security implementation and administration. While it’s possible to develop such an infrastructure from the ground up, it’s a significant undertaking that calls for more than simply defining data that should be collected. Careful attention should be given to how a system will secure the information for multiple roles within a district.

Summary

Any discussion about a K-12 Data Analytics system should begin with the various tools and infrastructure requirements to allow a school district to support the ever-growing role of data-driven decisions. A good starting point would be the need for dashboards and/or expanded reporting, since there are many stakeholders who use data in multiple ways. Some might prefer dashboards, drilling into details as needed, while others may prefer to have alerts delivered via email or to their mobile device.

It’s also important to keep an overall architecture in mind. Not every district needs active KPIs or predictive analytics right now, but that can and probably will change. The system you choose should be able to grow to meet future needs.

Data security in mobile and remote environments is hugely important. In a mobile, wireless, distributed world, information also must be protected from prying eyes with strong safety protocols that ensure privacy.

What does success look like?

It’s when valuable information is delivered quickly to decision-makers, letting them answer not just how their students, staff and programs are progressing, but **why**.

Information is powerful stuff. In the hands of experienced educators, a K-12 Data Analytics system can generate insights about the future, helping teachers, parents and students create an easily-understood road map for solid improvement.

About DecisionEd

Focusing on K-12 school districts, DecisionEd provides the most advanced solution for data dashboards, reporting, alerts, and analytics. By capturing a complete snapshot of essential data related to the educational process, DecisionEd allows school districts to view a single source for the most insightful information about their students, staff, curriculum, schools, and district.

Founded in 2005, DecisionEd serves school districts of all sizes across the United States.

Visit our web page at www.decisioned.com to learn more and to schedule your demonstration.

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How Versus Why

Published by: DecisionEd, 870 S. Denton Tap Road, Suite 150, Coppell, TX 75019

The concept of data-driven decisions, a term coined a decade ago by educators, is here to stay. School districts that have embraced an increased use of data in their decision-making process have realized consistent, predictable results.

Educators have always used data when making decisions. For example, 30 years ago, teachers used the data they collected about student performance to understand their students' strengths and weaknesses, and schedulers placed students in specific sections based on how students performed on achievement tests.

The quantity of data has grown exponentially over the past several years, generated from more tests, interventions, and specialized instruction.

The difference today is that there is significantly more data available. The quantity of data has grown exponentially over the past several years, generated from more tests, interventions, and specialized instruction. Our society and schools are more mobile,



and students move more frequently in and out of districts — resulting in efforts to match current student data with past data. Today's educational process is much more complex than a single student being taught by a single teacher. Instead, dual teaching, co-teaching, and inclusion classrooms are the norm. Interventions, specialized programs, and advanced placement by subject are occurring with multiple staff members and students move more frequently in and out of districts — all of which affect the students. Educators are no longer simply looking at performance at the subject level—instead they must focus on standards and how subjects are mastered by their students. Measurement of a student's progress toward mastery is no longer evidenced just by a homework assignment or a pop quiz.

How can educators wrangle this massive amount of data and identify the elements that are relevant and affect the educational process? Data-driven decisions have become a focus from the evolution of technology and in the teaching process.

The marketplace has responded with myriad solutions that are focused on data within schools. Organizations have leveraged K-12 experience into packaged Performance Management Solutions that incorporate proven techniques from the private sector.

Traditional vendors of student information systems have “add-on” modules that contain assessment data. Formative testing companies that create test administration and item banks have added reporting and dashboards to their systems. Instructional Learning Systems have data analysis capabilities incorporated into their marketing efforts, and large groups of consultants are ready to build school districts' data repositories for a fee.

As school districts continue to utilize data more effectively and begin the process of selecting tools and technology to support their increased use of data, it is critical to understand goals as they relate to data usage. Sorting through the various options available requires a school district to have a clear understanding of the goals it expects from data-driven decision tools.

Defining the data philosophy for a school district begins with outlining the district's expectations and goals of improved data usage.

When reviewing potential solutions, detailed solution requirements can provide an evaluation structure, but a district's overarching data philosophy and architecture should define the suite of solutions that are considered.

Defining the data philosophy for a school district begins with outlining the district's expectations and goals of improved data usage. A good place to start is to decide how a district will use

the data and determine the extent that the data will be used by the district. This will help define the field of potential solutions and provide a focus for the detailed requirements.

Two Different Philosophies of Data Impact

To design a Performance Management Solution, one must start with the end goal. Understanding the target helps set the stage for each component as well as its functionality. For example, consider an automobile manufacturer that designs vehicles for transportation. When the company designs a new product, the logical first question is whether the vehicle will be transporting *people* or *products*. While there may be similarities in the vehicle's chassis, the question of whether the vehicle will be moving people or products will affect the design process. Depending on the answer, the process will take different directions and will need to account for disparate requirements.



In the realm of solutions for data-driven decisions, the first key philosophical question is “how” versus “why.” This paper explores these two philosophies, with a definition of the terms “how” and “why” as they are used in this paper.

How: Refers to a solution that focuses on presenting performance results. It may include multiple performance measurements and have the ability to disaggregate into special population groups, schools, or classrooms. It includes both current and historical results, and provides longitudinal views.

Why: Describes a solution that moves beyond results and includes the ability to explore, explain, and understand the factors that influenced or caused the outcome. By default, it includes all of the capabilities of a “how” solution, but it delves deeper. This is a Performance Management Solution: using data to not just view results, but also to improve the educational process.

“How” Explained

The first step every district takes in Performance Management is analyzing current or historical performance. From a data

perspective, this analysis requires measurements—typically assessments—and information about the students. The initial starting point is loading state results, summative assessment scores, and student information including demographics. Loading multiple years of data allows a district to capture recent results and analyze results over time. Basic navigation allows a district to view results by special population groups, schools, and limited program participation (ESL and Title I).

With basic data, a district can compare groups over time and determine trend lines. With multiple years of data, cohort groups may be formed and results analyzed over specified periods of time. With objectives/strands, a district can analyze how students performed on individual objectives or strands, which can reveal student strengths and weaknesses.

Expanding the data further to include formative or benchmark results provides the same level of navigation across those results, with the additional capability to compare formative to summative, where applicable. In many cases, information about the master schedule may be included, which enables a teacher-student connection. However, in this type of solution, changes that occur during the school year may prevent an accurate association of students and teachers.

While all of the components of the “how” solution are powerful, they focus on current or historical results. Most Performance Management Solutions on the market fall into this category. They provide an easy way to navigate results, but they stop short of the next step, which is understanding and explaining the factors that influenced the results.

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The concept of continuous improvement requires a closed loop; measuring results, applying changes, and then reviewing results after changes. This highlights the challenge with only having a “How” solution. In order to make changes most effectively, the data should guide a district with what to change: What is working, what is not working? This leads us to the second philosophy—the “why.”

“Why” Explained

The next category of Performance Management Solutions provides a deeper analytical environment for educators. The “why” solutions do everything the “how” solutions do, often with more precision and granularity. An example would be tracking the number of days of instruction that each teacher has with

a student—not just the year-end association of teacher and student. These solutions open the door to understanding which factors affect student performance.



Why is this important? The first step is to understand how students are performing—this comprises the measurement. But in order to make changes for improvement, identify best practices of education delivery, and discover effective or ineffective interventions and programs, one must delve deeper into the data.

A Performance Management Solution that answers “why” must contain a complete inventory of data that is relevant to the educational process. Some good questions for a district to consider include:

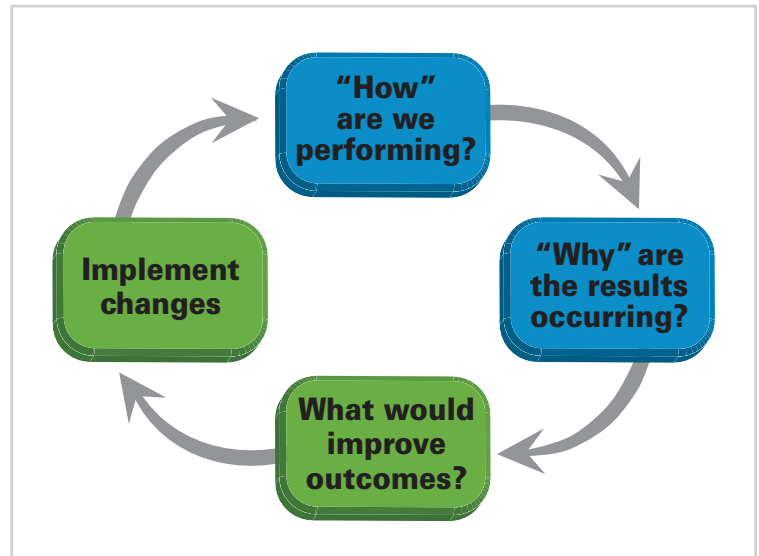
- What impact does teacher absenteeism have on student performance or student attendance?
- What is the correlation between instructional content and performance by standards on assessments?
- What are the impacts of teacher credentials, years of experience, professional development, or education on student performance?
- What is the “return on investment” for special programs within the district?
- At a given school, which has more impact on student performance: behavior or attendance?
- Does professional development affect retention of high-quality teachers?
- Is there a relationship between scheduling types and methods and student dropout rates?
- What are the early indicators for a student that may drop out?

Answering these types of questions, as well as questions that are specific to individual schools, requires all of the information discussed above, along with information from various other departments within the district.

The ability to answer questions about the factors that affect a district’s educational process necessitates inclusion of all relevant data about the students, teachers, programs, and administrative processes of the district. For example, consider the following scenario: District staff members wish to analyze the performance of students who were taught by teachers who obtained additional professional development. However, if one did not isolate situations where there was excessive teacher or student absenteeism, the results would be skewed.

In order for data to be of value in a continuous improvement cycle, one must understand not only *how* students performed, but *why*.

Consider the continuous improvement cycle which is a closed loop process that is ongoing.



This is accomplished through analyzing performance results, studying the factors that influenced results, making adjustments to the process, and then reviewing the results of the changes. This process creates a closed loop environment for using data in a continuously improving cycle. Continuous improvement is not a one-time event, but a culture and mindset that allows a district to continually adjust to changing conditions and maintain performance improvement. Usage of data shortens the cycle time. Insures changes are in areas which will have impact. Provides a district with the quantification of impact and cost of improvement.

Preparing for the Future

The closed loop process provides impact today for districts to utilize data to continuously improve their educational process.

But let us also discuss what the future holds for education. For as long as there has been research and studies done on education, results have been published describing the factors and attributes of predicting outcomes. When educators review these findings, the first question is almost always: Are these factors applicable to my schools?

Working with the closed loop process today yields proven success with enabling and improving continuous improvement. In addition it prepares a district for the next paradigm, the introduction of real-time predictive analytics.

The next stage in the process involves applying techniques for predictive analytics to pinpoint successes or problems before they occur. For example, consider the adage about what makes a hockey player successful: He is successful if he understands where the puck will be versus where it is now. This adage



applies to Performance Management Solutions in a school district, as well. Moving into the future, a district has to anticipate the needs of the students and be ready to respond.

Think about the potential impact on a district if staff members could predict with a degree of certainty that a student would be at risk for dropping out when they reached high school — *before* they exhibited the normal indicators. Or, in another example, are certain factors shared when valued teachers leave the district? What results should staff expect from specific interventions?

Few districts today employ these techniques, but the early adopters have reaped the benefits. Regardless of whether a district is ready for these types of tools, it is important to plan for the future. The economies of technology continue to evolve, providing the opportunity for predictive analytics without the expenses in the past.

Posing these questions requires extensive data from which to build reliable models. To prepare for the future of predictive analytics, district staff must begin to evaluate a deeper set of student performance-related data.

Summary

Data is a powerful tool in an educator's toolbox. Data does not replace educators' experience and knowledge, but instead refines, focuses, and enhances predictability for future planning within the district, school, and classroom.

Harnessing and using data is a growth process for a district. As more information becomes available, more information is desired. New ways to evaluate data are created, and new perspectives of how to evaluate information more effectively emerge. District staff members can spend more time analyzing information and developing strategies instead of preparing data.

A closed-loop system is one that supports continuous improvement. This is through measurement of results, through an understanding of the factors that affect the results, and then measuring the impact of changes.

Not all data products in the market are equal. Not all products provide the ability to transition from the "how" to the "why." A district should explore robust solutions that are available in Performance Management. When selecting a solution, district members should ask vendors about the data that they support.

As a district begins this process, it is critical to lay a solid foundation of data that enables continued growth. Start with a foundation that will support the sophistication of data-driven decisions within your district. Harvest the benefits of a closed loop environment leveraging data to drive continuous improvement across the district.



About DecisionEd

Focusing on K-12 school districts, DecisionEd provides the most advanced solution for data dashboards, reporting, alerts, and analytics. By capturing a complete snapshot of essential data related to the educational process, DecisionEd allows school districts to view a single source for the most insightful information about their students, staff, curriculum, schools, and district.

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Early Warning

Published by: DecisionEd,
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In 2013–14, the high school graduation rate reached a record high of 82 percent (U.S. Department of Education 2015a).

Despite the gains, more than half a million students still drop out of high school each year (U.S. Department of Education 2015b).



An Opportunity Lost

No one wants to see a struggling student fall through the cracks. When early warning signs get missed, a critical opportunity is lost to step in and help get them back on track. They fall behind their class mates. Their self-esteem drops. A cycle of ongoing poor performance becomes more and more entrenched. And the odds they'll make it to graduation become less and less likely.

While it's often said that hindsight is 20/20, that's not always the case. How could you have prevented a problem you didn't see coming? And even if you did, what kind of intervention would have made a difference? Sometimes the only takeaway from situations like these is realizing you lacked the information you needed. Or, frustratingly, knowing the information was there all along, but you had too much of it in too many silos. You couldn't connect the dots in time to make a difference.

Finding the Connections

This challenge is not unique to K-12 education. Gathering as much relevant data as possible and turning it into useful insights has been a key focus of private companies across a wide range of industries for years. In health-care, electronic health record (EHR) systems are used to identify patients who are likely to forget to take their medications or perform follow-up care. By calling to remind them, healthcare providers are able to improve outcomes and reduce costly readmissions. In finance, pattern analysis of millions of historical transactions helps credit card companies identify and stop credit card fraud. Large companies often hire specialized data scientists that are experts at digging through massive amounts of data to develop statistical models and precise algorithms to give them a competitive edge.

Unlike private industry, where profits drive investment, K-12 administrators often face tight budgets. Few school systems can afford to hire teams of data analytics professionals. Particularly when the competition for people with these skills are banks and hedge funds.





Use What You Already Have? Build Your Own?

Some administrators turn to the same companies that provide their assessment or Learning Management System (LMS) software, since they can include some limited early warning alert features. The problem with these tools is they typically only do an analysis based on the information they collect: item bank analysis and test scores. While these results are important, they only provide a limited, one-dimensional view of risk. Demographics, attendance records, intervention history and other key indicators of future performance are missing. Lower test scores can be a lagging indicator of when a student needs help the most.

Another common approach is to try and build an in-house solution to collect a wider range of information. From something as simple as an Excel™ spreadsheet to more complex, custom-built databases that aggregate multiple sources of information, school systems can get a broader, multi-dimensional view of which students may be at risk. But custom developed solutions come with their own set of problems including:

- **Data integrity:** is the system driven by manual/batch imports or real-time data? Is it refreshed frequently enough to give you actionable information? What happens when the systems that provide the data change?
- **Usability:** is the tool intuitive and simple for non-technical staff? Will they use it?
- **Security:** what access controls are in place to ensure that only authorized staff can view sensitive data? Are the latest security patches installed on the underlying systems? How are backups handled?
- **Maintenance:** how many staff members and how much of their time is dedicated to maintaining your system? How much will that increase as you add new features or integrate more sources of information? Are you prepared if the primary developer or critical support staff change jobs?

One Size Does Not Fit All

Even assuming these issues are addressed and you have one system with all the data you need, a fundamental problem remains—how do you effectively assess risk?

Whether built in-house or purchased, a significant limitation of many early warning systems is their cookie-cutter approach to identifying risk. It doesn't take a data analytics pro to recognize that the way a small, suburban school system with 5,000 students can best identify students who need help is going to be different than an urban system with 90,000. School size, location, demographics, historical performance... every district is unique.



Compounding this challenge is the diversity in a school system itself. The ideal way to assess risk varies between individual schools and the grade levels within those schools. No single formula can account for all of those differences effectively.

What Variables Matter? How Much?

Ideally, an early warning system should help uncover what factors most closely correlate with student performance and how much weight each factor should have for maximum accuracy. With variations based on individual schools, grades and other ways of categorizing your students.



Staff members that take on data analytics roles can often spend much of their time struggling to just integrate all the data coming from the myriad systems and sources they need. Building more than a few risk alert profiles can be a luxury they don't have.

Even when you have a good variety of risk profiles, a bigger challenge comes in to play: how frequently are you able to validate them? A profile is only as good as the accuracy of results it produces. Multiple iterations of changing variables and weightings are often required to develop an effective profile to begin with. And even when one is developed, accuracy can drift with time. What worked well this year or even this semester may not work in those to come.

The DecisionEd Solution

The DecisionEd system was designed to overcome these common risk alert system challenges. It combines the reliability, ease of use and support you get with out-of-the-box tools with the kind of heavily customizable features you'd expect from something built in-house.

It gets you out of the business of constantly working to integrate data from multiple systems and lets you focus on what really matters: being able to easily create risk profiles and rapidly adjust them until they give you the most accurate warnings possible. Regardless of the size of your school system.

Unlike an add-on to assessment or LMS software, DecisionEd was designed to collect almost any kind of structured data from any system and pull it in automatically without the time and hassle of doing it yourself. The more data sources you have and the more frequently they update, the more powerful and accurate the system becomes at helping you identify which students are at risk in time to intervene. Data sources that were overlooked because they were too difficult to include become part of the solution.

If you already have in-house experts that have developed good statistical models of which students are at risk, DecisionEd can import and utilize them. But it can also help you identify connection points you may not have considered through its ability to assess and analyze massive amounts of data. And its ability to assist you in rapidly evaluating and adapting the profiles you've created keep them as accurate as possible over time.

Three key elements drive this capability:

DecisionSets

Getting accurate early warning alerts requires having the right data in the right format. Knowing what you need to know and knowing how to format it isn't always obvious. DecisionSets is the result of more than 10 years experience developing advanced analytics systems for school systems. It ensures you've got the fundamental data you need for the system to give you actionable intelligence.

DecisionMetrics

Just having the right underlying data isn't always enough. Being able to derive insights from it all is where DecisionMetrics comes in. It takes raw data and transforms it into the kinds of metrics educators and administrators need to spot problems. Knowing a student was absent six times over a semester year is one thing. Knowing those absences were happening twice a month on a habitual basis versus all in one month due to illness can make all the difference in knowing which students need help.



IBM® Watson™

Artificial intelligence (AI) tools have made massive progress over the last decade. One of the most recognized is IBM's Watson. It has been successfully used for applications as diverse as analyzing utilization management solutions at Memorial Sloan Kettering Cancer Center to winning the game show, *Jeopardy!* in 2011. One of the key capabilities that has made Watson successful is the ability to understand natural language questions and analyze massive amounts of data to come up with insightful answers.

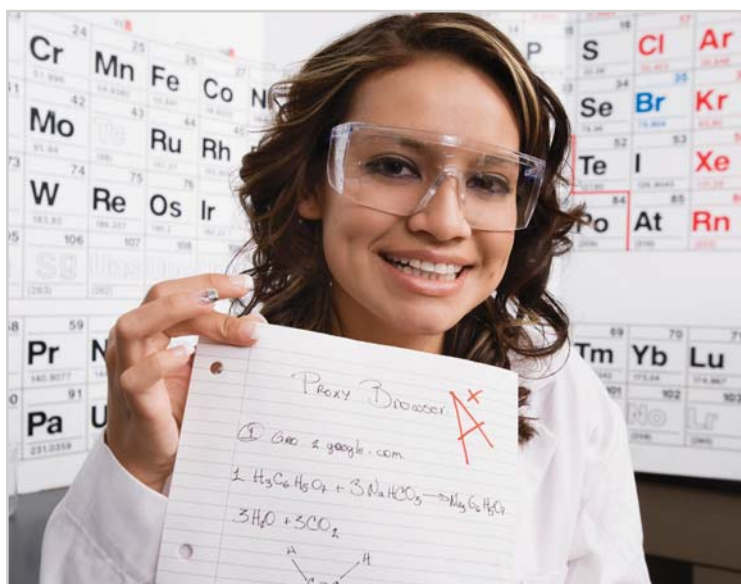
Utilizing DecisionSets and DecisionMetrics, Watson can find correlations in your data and make connections you might have otherwise missed. Watson is able to do the kind of data mining that once required a team of experienced experts. And you don't need a degree in statistics to use it. Just ask a question like, "What impacts reading proficiency?" to help you spot which students could benefit from tutoring.

Opportunities Discovered

At the end of the day, what matters most is keeping your students on track for future success. Quickly identifying which ones need help in time to make a difference – across all the schools, grades and student

"School districts are working diligently to close achievement gaps and optimize all the resources at their disposal. Data is among the most important of those resources, yet few districts can afford to add a full-time data scientist to their staff. Now they can — and its name is Watson."

— Mark Mason, DecisionEd Chief Architect



populations that make up your unique school system. It's a constantly moving target. But it doesn't have to be a struggle. It just means having the time to focus on what matters most: finding the insights and connections that help you accurately spot the students that need help. Quickly, easily, effectively and adaptively. Not wasting time just trying to pull together data in a tool you struggle to maintain. Or depending on LMS or assessment software add-ons that give you cookie cutter answers based on limited information. It means having a dependable tool that gives you the foresight to help your students achieve and the satisfying 20/20 hindsight that comes from knowing you had the right information and insights you needed to get them there.

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Complete Operational Support

Published by: DecisionEd, 870 S. Denton Tap Road, Suite 150, Coppell, TX 75019

Complete Operational Support from DecisionEd incorporates various services and support activities to ensure your entire system is running smoothly.

Moving forward as your source systems change DecisionEd is there to manage the process which may include upgrades, changes, customization, or processes which affects the way the source data is integrated into the warehouse. In a rapidly changing software environment, the DecisionEd deployment teams are always there to ensure data integrity is maintained throughout the life-cycle. If unexpected problems do arise, the DecisionEd Support Portal provides a comprehensive view of all support requests by the district with monitored priority that elevates production disruption issues to “immediate review” by project management.



Product Updates

The district receives all newly released content and functionality incorporated into the DecisionEd product you purchased from DecisionEd. Upgrades are performed by the DecisionEd deployment team most familiar with your original deployment. The district is responsible for the server O/S, Microsoft® SQL Server, and any district installed software not part of the DecisionEd product. All other related software is installed, configured, and setup by DecisionEd.

New Subject Areas

New subject areas that are added to DecisionEd solution are included and incorporated into the nightly extracts as part of the DecisionEd product updates.

Source System changes

Incorporation of any changes to data structures in existing source applications are integrated into the nightly extracts as required.

Custom Fields/Screens

Incorporation of any new custom fields and screens in existing source applications are integrated into the nightly extracts as required.

Assessments

Incorporation of any changes to existing assessment source structures and the addition of new assessments adopted by the district are integrated into the warehouse as required.



Support Desk for Data Load Issues

Resolution of problems which occur with nightly load process. If desired an automatic email may be sent which notifies your support resources of problems when they occur.

Support Desk for Dashboards and Reports

DecisionEd will resolve issues related to the operation of existing standard reports and dashboards that have embedded standard widgets. DecisionEd is always available to answer questions or concerns when the district is developing local customized reports and dashboards.

How to access support

Three ways to initiate any activity:

- Create a ticket in our support system
 - All districts identify support contacts that can login and initiate tickets with DecisionEd
- Email your support contact (they will create the ticket for you)
 - Every district has an identified support contact which has tickets directly routed to them for assignment to the appropriate staff within DecisionEd
- Call your support contact (they will create the ticket for you)
 - Every district has an identified support contact which has tickets directly routed to them for assignment to the appropriate staff within DecisionEd

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Cypress-Fairbanks ISD

Published by: DecisionEd, 870 S. Denton Tap Road, Suite 150, Coppell, TX 75019

“We used to waste so much time gathering data. DecisionEd is transcendent.”

— *Harold Rowe, Associate Superintendent,
Technology and School Services
Cypress-Fairbanks Independent School District
Houston, Texas*

Houston’s Cypress-Fairbanks Independent School District is the third largest district in Texas, with more than 100,000 students. In fact, the district is so large, it contains ten 5A high schools. Cypress-Fairbanks is known for providing quality education to its students and wants to continue that tradition in the face of a growing student body with changing demographics.

The district was a long-time user of Cognos® for student and HR reporting. Cypress Fairbanks decided to empower a new level of functionality by adding DecisionEd’s capabilities to their infrastructure. Although it has been in use only a short time, the DecisionEd solution is delivering new insights to district personnel that they could never see before.

Challenge

“Our staff knew Cognos and we didn’t want to retrain. We wanted a solution that would add new capabilities without starting from scratch.”

— *Harold Rowe*

In 2009, The Cypress-Fairbanks Independent School District was using Cognos to provide reporting on some aspects of student



activity and as a tool for Human Resources. But they lacked a comprehensive view of how their large district was performing. They needed a solution that would tie together all aspects of performance, including: test scores, student and teacher absences, discipline issues – everything that can be measured – and deliver a higher level of intelligence.

Cognos recommended DecisionEd because of their specialization in data warehousing for education, FERPA-compliant security, and friendly interface for every level of user.

Solution

“DecisionEd did the heavy lifting of transforming our system to provide the power we needed.”

— *Harold Rowe*

DecisionEd extracted, transformed and loaded all of Cypress-Fairbanks’ data into the new data warehouse in approximately 60 days. Once the new system was online, they helped train the trainers for each school so that the knowledge required to use the system would spread quickly.

“The time to value is fast. The implementation and the ability to deliver real-time reports happen very quickly. DecisionEd just makes it happen.”

— *Harold Rowe*

“The time to value is fast,” says Rowe. “The implementation and the ability to deliver real-time reports happen very quickly. DecisionEd just makes it happen.”

Each DecisionEd deployment includes in-depth training, delivered by DecisionEd instructors. Although DecisionEd is simple to use, it requires some guidance in order to deliver its full range of benefits.

DecisionEd includes three levels of on-site training for each installation:

- **General Access Training**

This three-hour session teaches staff how to use DecisionEd, and how to train others to use it. This “train the trainers” approach is the most efficient way to seed basic skills throughout the district and spread those skills to everyone quickly. The materials used in this session are provided to each participant, facilitating district-wide instruction.

General Access Training shows each user how to interact with DecisionEd's dashboards and reports, using their own data. At the end of this session, each participant will have created their own reports and dashboards, populated with data from the district's data warehouse, and be prepared to show others how to do the same.

- **Interactive Query Training**

This one-day class dives deeper into the DecisionEd query tools, exploring advanced techniques using actual district data. It reveals the scope of what DecisionEd can do and shows participants exactly how to build their own reports and views. This session is led by a DecisionEd trainer.

- **Report Writing Training**

This is a three-day class for those who need to understand the full power of DecisionEd and use it for the most in-depth analysis. In this training, DecisionEd instructors will show participants how to modify and create their own dashboards and reports, including customizing how data is displayed. At the end of this course, users will be able to output data to multiple formats, including several easy-to-understand graphical reports. This course is designed for advanced users who need to fully navigate the DecisionEd data model and are comfortable working with the full depth of the available data.

Results

**"Now there's one version of the truth,
with no hidden data."**

— *Harold Rowe*

When the DecisionEd solution became fully operational in June of 2009, teachers and administrators had some time to explore the new system before the beginning of the following school year. By the time the 2009/10 term started, they were able to use the new intelligence to immediately begin helping students reach their goals.

"First of all, the graphics and reporting are far superior to what we'd seen before," says Rowe. "Every user can generate their own reports on what's important to them, and see it the way they want to see it. It's very intuitive to use." DecisionEd ships with 600+ standard reports created with the input of existing users. Plus, users can easily create their own custom reports, which can save significant man-hours over systems that require IT personnel to configure and generate reports.

"Our superintendent has a fully drillable dashboard, so he can see how the entire district is performing, or drill through that data down to the level of individual students." DecisionEd dashboards can be customized for each user, and are fully FERPA-compliant, allowing each user to see only authorized information. This security extends to every component of



DecisionEd. For example, an administrator can email a report to every teacher on a mailing list, and each teacher will only see data for his or her own students. This feature alone can save untold man-hours each year by automatically custom-generating secure reports.

Cypress-Fairbanks is using DecisionEd to track their performance against state mandates and their own internal goals. "We can easily see how kids are doing on their TAKS scores. But that's simple compared to our own benchmarks. You can't wait for the yearly high-stakes tests to know you need to make some changes. DecisionEd lets us see where we're on- or off-track against our own internal benchmarks throughout the year."

When everyone in the district can have access to near real-time, comprehensive intelligence, they can respond faster and when necessary, plan more timely interventions. Course corrections – whether for a student or an entire school – can be based on the most complete information possible. "This level of business intelligence applied to education is new for schools," says Rowe. "We can now see longitudinal data that was unavailable before, and the longer we use DecisionEd, the more valuable it will become."

While this information has proven extremely valuable to district personnel, the next step in developing the system will be to create a secure parent portal that allows parents to see every available performance indicator for their child.

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Mobile County Public Schools

Published by: DecisionEd, 870 S. Denton Tap Road, Suite 150, Coppell, TX 75019

“It’s power beyond what we could imagine in changing the lives of kids.” – David Akridge, CIO, Mobile County Public Schools

With more than 63,000 students, Mobile County Public Schools is in the top 60 districts in America. DecisionEd helps them keep track of multiple data points for each of those students and synthesize data into actionable insights.

Since the DecisionEd solution was implemented in 2008, its effects have been dramatic at all grade levels. Scores for Headstart pre-K students are now seven percent higher than their non-Headstart peers as they go through the early years of elementary school. And middle school and high school curricula are being fine-tuned and new interventions deployed, based on real, results-based evidence.

To illustrate how the Mobile school district used DecisionEd to make these improvements, we asked both educational and technical professionals within the district to tell us about their experiences.

Challenge

“With a 48% dropout rate, we knew we needed a solution for data warehousing and analysis to see warning signs sooner and provide guidance to our students. We’d tried to get another system working for more than a year and failed. When DecisionEd came in, they just blew everybody else out of the water.” – David Akridge

In the summer of 2008, the Mobile County Public School District was at a crossroads. In an effort to reduce their 48% dropout rate, they had just invested more than a year and substantial sums of money into a data warehousing system that was not performing as promised and definitely not meeting their needs. The administrators and the school board were frustrated. But, knowing the power of a successful data warehouse, they decided to start over with a new vendor and a new approach.



After a diligent bidding process, Mobile County chose DecisionEd to deliver their solution. In eight weeks, DecisionEd was able to integrate Mobile’s siloed data – attendance, grades, discipline and much more – into a single desktop that has begun to help principals, parents and students focus on goals more clearly than ever before.

Solution

“I’ve seen a lot of implementations. I knew it would be fast, but I didn’t know it would be that fast.” – Pat Byrne, Programmer Analyst, Mobile County Public Schools

After their previous experience with trying to implement a data warehouse, failure was not an option for the district. They needed an experienced, reliable partner. They found exactly what they needed in DecisionEd.

“DecisionEd’s experience and presentation was just far superior,” says David Akridge. “Their data visualization was easy to understand. Other companies showed us spreadsheet reporting, but DecisionEd went much farther in making that data accessible and usable.”

Once the district selected DecisionEd as their new partner, implementation moved at a rapid pace. “They did in eight weeks what our previous vendor couldn’t do in fifteen months,” says Akridge. “They deliver what they promise. When it came time to show the school board what we were putting in place, we weren’t using demo data – we were pulling live data on our students. We absolutely made up for our previous failure.”

Implementation of the DecisionEd solution was also a remarkable success with the people who are responsible for keeping the system running day-to-day. “They had a developer on-site for three days. Two weeks later, the data warehouse was up and running. After that, it was just a matter of loading the data,” says Pat Byrne, programmer analyst.

And, because training was done with actual district data – not demo data – users were able to begin using the system immediately after a half-day with a trainer.

“DecisionEd was a low-risk, high-confidence solution. They are very comfortable to work with and have great customer service. They never seem in over their head. And they repetitively hit the ball out of the park,” says Byrne.

Results

**“There’s a lot of ‘OH, I didn’t know I could do that.’
It’s the most powerful tool we’ve ever seen.”**

– Pat Byrne

Now that the DecisionEd solution is up and running, it continues to grow more powerful as new data is added and new users are trained. It has already begun to show measurable results through improved student achievement. And it has become an invaluable tool for principals and parents. When parents meet with school staff, they can immediately be shown attendance, behavior and achievement data, along with specific plans for improvement – all with just a few clicks. If there are any areas of concern, these can be addressed before they become more extreme.

The system can also send out automated warnings based on pre-determined thresholds. “You can easily implement proactive, automated notifications based on just about any criteria you

can imagine,” says Pat Byrne. “Automated emails are instantly sent to principals, teachers and parents. It might be the most powerful tool in our toolkit.”

Byrne adds, “From my IT perspective, it makes life easier because reporting is FAR easier. I don’t have to go to multiple data sources. That used to burn 80 percent of my time. Now I don’t have to jump through those hoops – I just go to one source. It’s not only easier, but it provides information we had no way of knowing before.”

“I have an extensive database background, and even I didn’t understand the full power of this system until we’d been using it for awhile,” says David Akridge. “The trend data we’ve compiled already will influence how we teach for years down the road.”

***“Data-driven decision making is
crucial to the success of each child.”***

– David Akridge

“Let me tell you a story,” says Akridge. “We use a standardized DIBELS (Dynamic Indicators of Basic Early Literacy Skills) test with our K-3 students. For years, we had no way of comprehensively tracking the success of this program. With the DecisionEd tools, we were able to track our Headstart students as they transitioned from preschool into the higher grades. Typically, we’re trying to get these kids up to score equally with the other students. But because we were able to make adjustments based on hard data, the Headstart kids are now scoring seven percent ahead of the other students. This will be the first generation of students that we’ll be able to monitor this way, all the way through high school, and it should significantly reduce our dropout rate.

“Data-driven decision making is crucial to the success of each child. This is your best chance of helping them where they need help. You just can’t do it if you don’t have the data compiled in a usable manner,” says Akridge.

About DecisionEd

Focusing on K-12 school districts, DecisionEd provides the most advanced solution for data dashboards, reporting, alerts, and analytics. By capturing a complete snapshot of essential data related to the educational process, DecisionEd allows school districts to view a single source for the most insightful information about their students, staff, curriculum, schools, and district.

Founded in 2005, DecisionEd serves school districts of all sizes across the United States.

Visit our web page at www.decisioned.com to learn more and to schedule your demonstration.

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