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1701 MOUNTAIN INDUSTRIAL BLVD, STONE MOUNTAIN, GEORGIA 30083

<https://dekalbschoolsga.ionwave.net/Login.aspx>

# REQUEST FOR PROPOSAL

## RFP 24-568

# Computer Program Evaluation Services



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DeKalb County School District ("DCSD") extends this offer to submit a proposal for the possible purchase or lease of goods and/or services conforming to the following designated specifications, terms, and conditions. This solicitation will require DCSD Board of Education approval.

**Format and Submission of Proposals**

Submittal responses to this solicitation will be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

The format requirements for RFP responses are designed to ensure uniformity in the responses, provide the information necessary to understand each offeror's proposal, and facilitate an efficient and comprehensive evaluation of all responses. Proposals must comply with the specifications and detailed instructions stated in this RFP document, be signed by the certifying company official, and be presented to the DCSD Purchasing Department according to the detailed instructions stated in this document.

- RFP responses must be submitted electronically via <https://dekalbschoolsga.ionwave.net/Login.aspx>.
- Proposals must be presented in a PDF format. All attachments must be identified properly for easy recognition and association.
- Each page of the response must be numbered.
- Each proposal must contain a detailed Table of Contents and must be organized in the same order as the requirements are outlined in this RFP document. Each separate bullet point must be addressed individually. A response that does not adhere to a "point-by-point" format may be disqualified.
- Responses shall be organized simply and economically. Emphasis must be placed on completeness and clarity. Proposals that do not include all the required information may be disqualified.

All potential respondents must register as a vendor at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

Time is of the essence. Specify your earliest Jan 2, 2024\_\_\_\_ and latest \_Jan 31, 2024\_\_\_\_ service commencement dates after receipt of award letter.

**Approval by the DeKalb County Board of Education**

Official approval by the DeKalb County Board of Education is required for this procurement. No contract shall be construed to be formed without the advance official approval of the DeKalb County Board of Education. **The successful offeror will be notified after DeKalb County Board of Education approval.**

**Funding Provisions**

No award or contract will be made if funding is not approved by the DeKalb County Board of Education.

**Compliance with Requirements**

Offeror must indicate below whether or not their proposal is in complete compliance with the stated requirements. If there are any deviations from these requirements, offeror must indicate in writing what the exact deviations are and what actual services will be provided. Attach and label additional sheets if necessary.

Proposal is in complete compliance with proposal requirements.

Proposal deviates from stated requirements as follows:

\_In August of 2022, Level Data was purchased by BV (Boston Ventures) <https://www.bvlp.com/>

\_Tax returns provided are post BV purchase, which reports on the current financial stability. To comply with the document upload requirements and provide requested information for the time period prior to the BV purchase of Level Data we are providing a 2021 P&L and Balance Sheet. The Boston Ventures link provided in our response and the BV information can assure DCPS of the substantial financial backing of Level Data by BV.



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**Cancellation**

Awards, contracts, and extensions may be canceled for convenience by the DeKalb County School District (DCSD) at any time. In the event of termination of contract by DCSD, the DCSD will be responsible only for those services that have been delivered and accepted according to the RFP requirements. Any cancellation for convenience by DCSD shall be effective three (3) business days after receipt of the Notice of Cancellation for convenience from DCSD by the Offeror.

**Fiscal Year Funding Implications**

The fiscal year for DCSD begins July 1 and ends June 30. This solicitation and any resulting contract(s) may contain renewal and extension options.

This solicitation, any resulting contract(s), and any renewal and extension options shall terminate absolutely without further obligation on the part of DCSD at the end of the fiscal year in which this solicitation was issued and at each June 30 renewal anniversary date thereafter unless the successful offeror is notified otherwise and agrees in writing to the exercise of renewal and extension options.

**Payment to Successful Vendor(s)**

Payment for goods and services will be made by electronic funds transfer (EFT). Vendor(s) doing business with DCSD are required to provide EFT payment information when registering as a DCSD vendor at: <https://www.dekalbschoolsga.org/purchasing/>.

**Rights Reserved**

DCSD reserves the right to accept or reject any and/or all parts of responsive proposals received and/or to reject all proposals submitted. DCSD reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous to DCSD. DCSD reserves the right to waive any technicalities or minor irregularities in responses received and to award the contract in the most beneficial manner for DCSD. The decision of DCSD shall be final.

DCSD reserves the right to request and negotiate a "best and final" response from offerors.

**Taxes**

Purchases made by DCSD are not subject to federal, state, or local sales tax. A Sales Tax Exemption Certificate will be furnished upon request.

**F.O.B. Delivery**

All prices are to be F.O.B. delivery to various DCSD locations.

**Estimated Quantities**

The quantities shown in this RFP document are estimates, which are provided for your information. However, actual quantities purchased by DCSD may vary.

**Exclusions of Trade Usages**

This RFP contains all of the terms, conditions and obligations to which the parties agree, and shall not be modified, controlled, explained, supplemented or affected in any way by any usage of trade not expressly included in this agreement.

**Conditional Proposals**

Proposals that are conditional and/or in any way qualify or vary the terms of these instructions, conditions, and specifications shall be considered non-responsive and disqualified.

**Offeror Failure**

In the event services to be furnished by the successful offeror should for any reason fail to conform to the scope of work contained herein, DCSD reserves the right to reject the services and further reserves the right to terminate the contract.



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Failure of the successful offeror to perform contracted services may also result in the removal of that offeror from doing business with DCSD for a period of not less than one year.

**Georgia Open Records Act**

All proposals submitted in response to DCSD solicitations may be subject to the Georgia Open Records Act, which permits any member of the public to inspect and/or copy documents prepared and maintained or received in the course of the operation of the public office or agency.

**No Assignment of Award**

The successful offeror may not assign the award or contract to or subcontract with another party without the express written permission of DCSD.

**The Laws of the State of Georgia**

This RFP and subsequent agreement are subject to the laws of the State of Georgia.

**2 CFR 200.322(a)**

**§ 200.322 Domestic preferences for procurements.**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, or other manufactured products).

**Additional Terms**

In the event an award is made to an offeror, the resulting contract shall not depart from this document unless agreed to in writing by DCSD and the successful offeror. DCSD shall not be bound by additional terms and conditions and/or extraneous language added to this document by offerors.

**ALL SOLICITATIONS ISSUED BY DCSD ARE ADVERTISED IN THE LEGAL SECTION OF THE CHAMPION NEWSPAPER, POSTED ON THE DCSD IONWAVE WEBSITE, AND POSTED IN THE TEAM GEORGIA MARKETPLACE'S GEORGIA PROCUREMENT REGISTRY. Offerors are solely responsible to review and make themselves aware of DCSD solicitations posted on the following website:**

<https://dekalbschoolsga.ionwave.net/Login.aspx>

## PART I BACKGROUND AND INFORMATION

### **A. Objectives**

The DeKalb County School District (DCSD) is seeking proposals from qualified offerors with professional qualifications, technical competence, and specialized experience to provide **Computer Program Evaluation Services** as outlined in the scope of work in Part III of this RFP.

Awarded offeror shall provide services in accordance with the specifications, requirements and terms and conditions stated herein. Services shall include all labor, materials, tools, specialized equipment, supplies, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, all other cost and charges, and all things and services necessary to provide **Computer Program Evaluation Services**, in accordance with the requirements of this RFP. There shall be no add-on charges of any kind. DCSD reserves the right to make multiple awards.

### **B. General Information**

DCSD is a metropolitan Atlanta public school system organized and existing under the Constitution and laws of the State of Georgia. DCSD is located in the fourth largest county in Georgia. DeKalb County is one of the most culturally diverse counties in the nation. DCSD has a student enrollment of approximately 93,000 students in pre-kindergarten through grade 12. With 139 schools and centers, DCSD educates the third largest pre-kindergarten through grade 12 student population in the State of Georgia. DCSD is the second largest employer in DeKalb County with approximately 14,000 employees.

DCSD is dedicated to giving every student the best possible education through an intensive core curriculum and specialized, challenging instructional and career programs. DCSD is striving to become the premier K-12 school system of choice and desires to significantly improve leadership, teaching, and student learning to fulfill its mission as an organization for public education.

DCSD includes approximately:

- 77 Elementary Schools
- 19 Middle Schools
- 22 High Schools
- 8 Start-up Charter Schools
- 12 Specialized Learning Centers
- 6 Administrative Centers, and
- 5 Athletic Stadiums

DCSD's wide-area network connects instruction and administration sites to deliver technology and learning tools to every child. The main administrative offices are located at 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083. DCSD is governed by a seven-member Board of Education.

### **C. Procurement Process**

The procurement will be on a formally advertised basis. Proposals must be responsive to all aspects of this RFP.

### **D. Addenda**

It is the responsibility of offerors to frequently check for any addenda, questions, and answers posted on the Purchasing Bulletin Board on the DCSD website. Failure on the part of offerors to make themselves aware of and comply with addenda requirements will not relieve them of this obligation.

All posted addenda must be printed, signed by the offeror, and included in the offeror's RFP submission. Click on the following link to the Purchasing Bulletin Board:

<https://dekalbschoolsga.ionwave.net/Login.aspx>

***E. Proposal Contact Person***

The assigned contact person for offerors is Fred Christopher, Procurement Manager III Non-Capital. Mr. Christopher can be reached at (678) 676-0217 or by email to [solicitationquestions@dekabschoolsga.org](mailto:solicitationquestions@dekabschoolsga.org).

***F. Prohibited Contact(s)***

Except with the consent of the proposal contact person, all offerors, including any persons affiliated with or in any way related to the offeror, are strictly prohibited from contacting DeKalb County Board of Education members and DCSD employees or consultants on any matter having to do in any aspect with this RFP, other than as provided herein. Any and all contacts with such persons associated with DCSD shall be in writing, in appropriate circumstances or cases, as directed by the contact person. Furthermore, no employee, officer, or agent of the DeKalb County Board of Education or DCSD may participate in the selection, award or administration of a contract if he or she has a real or apparent conflict of interest.

***Board Member Communication with Prospective Vendors***

Vendors shall not contact Board members individually for the purpose of soliciting a purchase or contract between the time a request for proposal is formally released and a recommendation is made by the administration to the Board. If a vendor violates this prohibition during this timeframe, consideration for the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken.

***G. Virtual Pre-Proposal Conference***

The DeKalb County School District Vendor Services department is hosting a virtual pre-proposal conference. The virtual pre-proposal conference will be held through Microsoft Teams on **Tuesday, December 05, 2023, at 2:30 PM EST.**

Those who would like to attend the virtual pre-proposal conference, must register no later than **Monday, December 04, 2023, by 4:00 PM EST**, by sending an email to [solicitationquestions@dekalbschoolsga.org](mailto:solicitationquestions@dekalbschoolsga.org).

Please enter "**Pre-Proposal Conference – RFP 24-568 Computer Program Evaluation Services**" in the subject line of your email. An invitation will be sent via Microsoft Teams to those participants no later than **Tuesday, December 05, by 10:00 AM EST.** (*Attendance is not mandatory.*)

***H. Proposal Submission Deadline***

Responses to this solicitation will be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

***All potential offerors must register as a vendor at <https://dekalbschoolsga.ionwave.net/Login.aspx>.***

Proposals in response to this RFP must be received by the DCSD Vendor Services Procurement Department via IonWave no later than **2:00 PM on Tuesday, December 19, 2023**. Proposals received after the stated deadline will not be considered.

***I. Virtual Public Acknowledgement***

The public acknowledgment will be held virtually through Microsoft Teams on **Tuesday, December 19, 2023, at 3:00 PM EST**. Those who would like to attend the acknowledgement, please register no later than **Monday, December 18, 2023, by 4:00 PM EST**, by sending an email to [solicitationquestions@dekalbschoolsga.org](mailto:solicitationquestions@dekalbschoolsga.org).

Please enter "**Public Acknowledgement - RFP 24-568 Computer Program Evaluation Services**" in the subject line of your email.

An invitation will be sent via Microsoft Teams to those participants no later than **Tuesday, December 19, 2023, by 11:00 AM EST.**



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***J. Questions and Answers***

It is intended that this RFP be adequate for any offeror to respond to DCSD's requirements. However, should offerors have questions, all questions shall be submitted electronically to: <https://dekalbschoolsga.ionwave.net/Login.aspx>. Questions submitted to any other mailbox, voice mail or e-mail address will not be considered for response. The deadline to submit questions is **Friday, December 8, 2023 at 12:00 PM EST**. Questions received after the deadline will not be considered. All questions received by the deadline shall be answered in writing and both the questions and answers will be posted to the website <https://dekalbschoolsga.ionwave.net> no later than **Friday, December 15, 2023, at 4:30 PM EST**. Responses to questions will not be posted on official DCSD holidays.

## PART II GENERAL REQUIREMENTS

### **A. Offeror Performance**

The successful offeror is required to perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of this RFP document and any negotiated contract(s). Specifications contained herein and in the successful response will become contractual obligations if an award ensues. Failure of the offeror to fully perform these obligations may result in the cancellation of the award and contract.

DCSD will look to the offeror and his/her identified personnel to coordinate and deliver the services described in this RFP. The services shall not be delegated to sub-offerors or assigned to any third party.

### **B. News Release**

Any news release or publicity pertaining to any phase of this project must be cleared through the DCSD Executive Director of Communications.

### **C. Non-Discrimination**

DCSD does not discriminate based on race, color, religion, sex, national origin, age, or disability in any of its employment practices, education programs, services or activities.

DCSD supports an open, fair, and impartial free-market system which maximizes competition and seeks to include all responsible businesses and to provide ample opportunities for business growth and development. Minority businesses are encouraged and given the opportunity to bid on various projects; however, all responses will be evaluated on the same criteria. It is not the intention or desire of DCSD to restrict or impede competition, nor to increase the cost of the work.

### **D. Drug-Free Workplace**

By submission of a response to this RFP, the offeror certifies that he/she and his/her employees shall not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or drugs during the performance of the contract.

### **E. Smoke-Free Workplace**

By submission of a response to this RFP, the offeror certifies that he/she and his/her employees shall not use tobacco products on DCSD property at any time during the performance of this contract.

### **F. Background Checks**

A criminal background check must be performed on all contractors, consultants, subcontractors, volunteers and vendors (hereinafter jointly referred to as "Individuals") who provide services on DCSD premises, supervise services on DCSD premises, or has contact with students. These Individuals shall undergo the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the Individual at a cost of \$45.00 per individual.

Additionally, any charges against the Individual, may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the Individual have no contact with DCSD students or parents, or provide services to DCSD premises.

Any failure of the contractor to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between contractor and DCSD.

**G. Costs Incurred**

DCSD is not liable for any costs incurred by an offeror in preparing and/or submitting a response to this RFP or for any interview if requested. Any and all costs incurred by the offeror in preparing and/or submitting a response to this RFP and interviewing with DCSD (if requested) shall be the sole responsibility of the offeror and shall not be reimbursed by DCSD.

There is no guarantee of any offeror receiving an award as a result of submitting a response to this RFP.

**H. Insurance**

**Certificate of Insurance and/or ACORD Form is required with solicitation submittal and required upon award. Upload this documentation under the Response Attachment tab via IonWave titled "Certificate of Insurance".**

The DCSD Director of Risk Management sets insurance and indemnification requirements for each Solicitation.

Certificate of Insurance / Accord Form is required with solicitation submittal upon award. **Provision of Certificate of Insurance is a mandatory requirement.** Proposals submitted with certificates of insurance will be considered conditionally responsive to the insurance and indemnification requirement. Final award of this RFP will be contingent upon receipt within six (6) business days of request for insurance documentation complete with the following requirements and fully acceptable to the DCSD Risk Manager. No work will commence / no purchases will be made without the written statement of approval of insurance coverage from the DCSD Risk Manager. In the event the awarded offeror cannot produce insurance coverage acceptable to the Risk Manager within the time provided, DCSD reserves the right to award this solicitation to the first runner-up.

(1) The successful Offeror shall procure and maintain throughout the term of this agreement a policy or policies of insurance providing coverage as set forth below that shall protect the offeror and the Indemnitees (as defined in Part II, Section I of this RFP) from any claims for bodily injury, property damage, or personal injury which may arise out of offeror's operations under this agreement. The foregoing policies shall be obtained from insurance companies approved to do business in the State of Georgia and companies acceptable to DCSD. Offeror shall procure the insurance policy(ies) at the offeror's own expense and shall furnish to DCSD a certificate of insurance containing the following:

- (a) Name and address of authorized agent;
- (b) Name and address of insured;
- (c) Name of insurance company;
- (d) Description of coverage in standard terminology;
- (e) Policy period;
- (f) Policy Number;
- (g) Limits of liability;
- (h) Name and address of certificate holder;
- (i) Acknowledgment to the DCSD of notice of expiration or cancellation;
- (j) Signature of authorized agent;
- (k) Telephone number of authorized agent; and
- (l) Details of policy exclusions applicable to this agreement in comments section of insurance certificate.

All certificates evidencing primary and excess layers shall be renewed and kept current and up to date on an annual basis.

(2) Offeror is required to maintain the following insurance coverage during the term of this

agreement:

(a) Workers Compensation Insurance in the amounts of the statutory limits established by The General Assembly of the State of Georgia. Offeror shall have the ability to self-insure its required workers' compensation coverage if offeror is an approved self-insurer in the State of Georgia.

(b) Commercial General Liability Policy, or equivalent coverage, to include products and completed operations liability and contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and any excess or Commercial Umbrella Policy described below.

(c) Automobile Liability Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by offeror or offeror's personnel in the performance of this agreement. The Comprehensive Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the excess or Commercial Umbrella Policy required under this agreement.

(d) Commercial Umbrella or Excess Liability Policy, which must provide the same or broader coverage than those provided for in the above Comprehensive General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella or Excess Liability Policy shall have an annual occurrence and annual aggregate limit not less than \$2,000,000 per claim.

(e) Professional Liability or Errors & Omissions coverage with limits not less than \$2,000,000 per claim/\$2,000,000 aggregate. The deductible shall not exceed \$10,000 per claim.

(f) Under all coverage and certificates required hereunder, policies shall or be endorsed to include the following terms and conditions:

(i) All policies and coverage shall be on an "occurrence" not "claims made" basis (excepting (e) above)

(ii) The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed, allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DCSD.

(iii) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this RFP) for losses arising out of this agreement.

(iv) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.

(v) Certificates of Insurance showing such coverage to be in force shall be filed with DCSD prior to commencement or continuation of any work under this agreement.

(vi) All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

(g) Under coverage and certificates required under Sections 2(a), 2(b), (c), and (d) above, policies shall be endorsed to include the following terms and conditions:

(i) Minimum limits of \$1,000,000 per occurrence \$2,000,000 in the annual aggregate. Primary limits of coverage in the amount of \$1,000,000 per occurrence must be with insurers approved to conduct business in the State of Georgia. Excess or umbrella liability insurance

may be placed with any insurer submitted by offeror, including captive or self-insured programs, with the prior written approval of DCSD.

- (ii) Contractual liability coverage, specifically referencing this agreement and its Indemnity applies to liability assumed by the named insured.
- (iii) Shall include Indemnitees as additional insured except on coverages (2) (a) and (2)(e).
- (iv) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this RFP) for losses arising out of this agreement.
- (v) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.
- (vi) Shall be primary and not excess to any other coverage provided by or available to the Indemnitees (as defined in Part II, Section I of this RFP).

(h) Offeror shall require any and all subofferors performing work under this agreement to carry insurance of the types and with limits of liability as offeror shall deem appropriate and adequate for the work being performed. However, the obligations of the offeror to the Indemnitees assumed in Sections of Indemnification, and Insurance shall not be reduced or diminished by the standards set for the subofferors. Further, offeror agrees that their obligations to indemnify and insure the Indemnitees shall pertain to all losses arising out of the subofferor's acts or negligence in the same manner and to the same extent as if committed by the offeror. Offeror shall obtain and make available for inspection by DCSD, current certificates of insurance evidencing insurance coverage by such subofferors.

***I. Indemnification***

- 1) The successful offeror shall indemnify, defend, and hold harmless the DeKalb County School Board, the DeKalb County School District, DCSD, and their officials, officers, employees, agents, volunteers, and assigns (all of whom may collectively be referred to as "Indemnitees" throughout this RFP), from any and all claims, demands, suits, actions, legal or administrative proceedings, losses, liabilities, costs, interest, and damages of every kind and description, including any attorneys' fees and/or litigation and investigative expenses, for bodily injury, personal injury, (including but not limited to offeror's employees), or loss or destruction of property (including loss of use, damage or destruction of DCSD owned property) to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active, passive or imputed, of the offeror its employees, agents, representatives, or their employees, agents, or representatives in connection with or incidental to offeror's performance of the agreed-upon services regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by an Indemnitee.
- 2) The successful offeror shall also indemnify, defend, and hold harmless the Indemnitees from any and all costs, expenses, claims, demands, rights, liabilities and causes of action inuring to offeror from events over which the Indemnitees exercise no control, such as Acts of God, strikes or government restrictions.

Offeror's obligation to indemnify any Indemnitee shall survive the completion, expiration, or termination of offeror's agreed-upon services for any reason.

**J. Illegal Immigration Reform and Enforcement Act of**

**Upload this documentation under the Response Attachment tab via IonWave titled "IMMIGRATION SECURITY DOCUMENTATION".**

The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DeKalb County School District solicitations for physical performance of services (i.e., public works contracts). **The Illegal Immigration Reform and Enforcement Act of 2011 does not apply to solicitations for items, commodities and products.**

**Offerors must complete and/or have their subcontractors complete the following forms:**

- 1) Immigration and Security Certification
- 2) Offeror E-Verify Affidavit
- 3) Contractor Affidavit (Contractor Only)
- 4) Subcontractor Affidavit (Subcontractor Only); and
- 5) Sub-Subcontractor Affidavit (Sub-Subcontractor Only)

The Immigration and Security Certification, the Offeror E-Verify Affidavit, the Contractor Affidavit, Subcontractor Affidavit and the Sub-Subcontractor Affidavit must be completed, notarized and submitted with your bid response.

I acknowledge the Illegal Immigration Reform and Enforcement Act of 2011 requirements for service providers and confirm by my signature below that the Immigration and Security Certification, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are each completed, notarized and made a part of this solicitation response package. I also acknowledge that all items or services furnished to DCSD must comply with applicable federal and state immigration laws, and regulation.

\_\_\_\_\_ Please check here if the Illegal Immigration and Reform Act of 2011 **does not** apply to your solicitation, because it is one for items, commodities, or products. If this does not apply to any portion of the solicitation, then the Offeror is not required to complete the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit (reference Attachment page).

**K. Interviews**

DCSD reserves the right to require offerors to participate in one or more interviews with DCSD board members and/or staff. Offerors must be prepared to discuss the salient points of their proposal within two (2) normal working days of being asked to participate in interviews. There are to be no presentations, individually or collectively, without such invitation.

**L. Contract Terms**

In the event DCSD determines that outsourcing these services are in its best interest, with the approval of the DeKalb County Board of Education, the successful offeror will be notified in writing. A contract confirming firm fixed price and other terms shall be signed by the parties. **Services will begin on or about January 2024. The initial contract duration shall be through June 30, 2024.** The contract may contain **four (4) years extension options** contingent upon DCSD's offer of such extension, the successful offeror's acceptance and the approval of the DeKalb County Board of Education to extend the contract. The contract is subject to the approval of the DeKalb County Board of Education and to fiscal year funding limitations. The contract price must be held firm for the entire term of the contract.

DCSD reserves the right to terminate any resulting contract for convenience. In the event of contract termination by DCSD, the DCSD will be responsible only for those services and deliverables that have been received and accepted. Any cancellation for convenience by DCSD shall be effective three (3) business days after receipt of the Notice of Cancellation for convenience from DCSD by the offeror. Non-performance of contract terms shall give sufficient cause for DCSD to cancel the contract. Non-performance shall be construed to include, but is not limited to, failure of the offeror to deliver equipment or perform services in the time specified or in the manner required.

A contract is attached which includes all of the terms and conditions that the offeror must affirm and comply. **Refer to Attachment I, Sample Service Agreement for Non-Capital Professional Services.** Please review DCSD's attached contract terms and conditions prior to submitting a response to this RFP. Offerors should plan on the contract terms and conditions attached to this RFP being included in any award as a result of this RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the offeror.

**M. Permits and Applicable Laws**

By submitting a proposal, offeror acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal.

If an offeror takes exception to a contract term or provision, the offeror must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be submitted as an attachment to the offeror's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFP.

Offerors shall at their own expense obtain all necessary permits, certifications, and licenses and shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations necessary to the full execution of the requirements stated herein. Offerors shall maintain all such permits, licenses, certifications, and compliances in a current status throughout the course of the contract. Offerors shall submit copies of permits, licenses, and certifications evidencing proof of the aforementioned immediately upon request of DCSD. Offerors shall be in compliance with registration with the Georgia Secretary of State's office as applicable.

**N. Infringement**

Offeror shall fully indemnify Indemnitees against any claims of infringement of any patent, copyright, trade secret, trademark, or other intellectual property rights related to the offeror's response to this RFP or services performed upon contract award. Offeror's obligation to indemnify any Indemnitee shall survive the completion, expiration, or termination of offeror's agreed-upon services for any reason.

**O. Ownership Rights**

DCSD shall retain ownership rights to the contents of all documents, supporting literature, and data submitted by offerors to this RFP.

**P. Non-Collusion**

Upload this documentation under the Response Attachment tab via IonWave titled "NON-COLLUSION"  
Offerors shall fully certify that they, as individuals or as officials of a business entity, have not entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free and competitive responses to this RFP. Further, offerors guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

**Q. Conflict of Interest**

Upload this documentation under the Response Attachment tab via IonWave titled "Conflict of Interest".  
Offeror shall use its best efforts to disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee, agent, representative, contractor, immediate family member (spouse, child, sibling, or parent or the spouse of a child, sibling or parent) or DeKalb County Board of Education member.

Offerors shall also disclose the name of any DCSD employee, agent, representative, contractor, immediate family member or board member who owns, directly or indirectly, an interest in five percent or more in the Offeror's company or any of its branches. In the event the Offeror was aware of a conflict of interest prior to the award of the contract and did not disclose the conflict DCSD may, at its discretion, terminate the contract for default. The Offeror further agrees that, if after award, a conflict of interest is discovered, an immediate and full disclosure in writing must be made to the DCSD Purchasing Department which must include a description of the action which the Offeror has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, DCSD may, at its discretion, cancel the contract. Offerors shall certify that their response

to this RFP is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official.

**R. Financial Stability**

Upload this documentation under the Response Attachment tab via IonWave titled "FINANCIAL STATEMENTS".

1. Offerors shall provide a copy of their company's audited financial statements for the previous two (2) years – 2021 and 2022. A certified audit is preferred however, an offeror's 2021 and 2022 tax returns and balance sheets will be accepted.
2. Indicate here if your company is publicly traded or not publicly traded:  
My company is publicly traded.  /  
My company is not publicly traded.  /
3. If your company is a publicly traded company, provide a copy of your company's annual report for the previous two (2) years – 2021 and 2022.
4. List all civil and criminal proceedings your company has been the subject of, or named a party in, and provide the outcome of those proceedings. This list should include any lawsuits, administrative actions, or litigation to which your company is currently a party or has been a party. Please explain the basis for all claims, your response to those claims and state whether a settlement was reached, or a judgment entered.
5. State whether your company, or any affiliate currently or previously associated with your company, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratoriums or assignment for the benefit of creditors, or otherwise sought relief from creditors.
6. State whether your company was the subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining your company from engaging in any type of business practice.

**S. No Obligation/No Award Guaranteed/Cost to Propose**

This RFP does not commit DCSD to contract with any offeror to this RFP. There is no guarantee of any offeror receiving an award or contract as a result of submitting a response to this RFP. The contract, if any, will be awarded to the offeror whose proposal offers the best value to DCSD in meeting the required scope of work described herein, if the appropriate funds are available and the contract is approved by the DeKalb County Board of Education. No obligation or commitment is incurred by the DeKalb County Board of Education from the receipt of any proposal, marketing materials, or presentations. There is no guarantee that any offeror will receive an award as a result of submitting a proposal. Any/all costs incurred by the offeror in preparation and submission of this proposal are the sole responsibility of the offeror. Expenses incurred by the offeror will not be reimbursed by DCSD or become a reason for contracting with the offeror.

**T. Confidentiality and Non-Disclosure**

Information made available to offerors by DCSD shall be used only for purposes related to responding to this RFP and shall not be used for any other purpose without the express written permission of DCSD.

Offerors to this RFP unequivocally agree to assume responsibility for protecting and safeguarding the confidentiality of DCSD records that are not public information. Such information may include but is not limited to student and human resource file contents.

**U. Business License**

Upload this documentation under the Response Attachment tab via IonWave titled "BUSINESS LICENSE".

Offerors shall submit with their proposal, a copy of their valid company business license. If the offeror is a Georgia corporation, offeror shall submit a valid county or city business license. If the offeror is not a Georgia corporation, offeror shall submit a certificate of authority to transact business in the state of Georgia and a copy of their valid business license issued by their home jurisdiction. If offeror holds a professional certification which is licensed by the state of Georgia, offeror shall submit a copy of their valid professional license. Any license submitted in response to this requirement shall be maintained by the offeror for the duration of the contract.

**V. Protest Process**

This section describes the mandatory administrative procedure whereby Offerors submitting sealed competitive bids/proposals (hereinafter referred to as "bidders") to DCSD for proposals worth \$100,000 or more may challenge the solicitation process, and whereby bidders/Offerors on sealed competitive bids directly related to Vendor Services for proposals worth \$100,000 or more, may challenge contract awards.

1. **Protests.** A bidder may file a written protest challenging DCSD's compliance with applicable procurement procedures subject to the bidder's compliance with the provisions outlined below. Any such written protest will be resolved in accordance with these provisions:
    - a) appropriate identification of the solicitation;
    - b) a statement of reasons for the protest;
    - c) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case the Offeror must proceed to file the protest during the filing period identified below but state the expected availability of the material); and the desired remedy.
  2. **Types of Challenges.** Any bidder interested in and capable of responding to a competitive solicitation may file a protest with respect to the competitive solicitation process including, but not limited to, a challenge to specifications or any events or facts arising during the solicitation process. Any bidder submitting a timely bid/proposal in response to a competitive solicitation may file a protest with respect to DCSD's intended or actual contract award including, but not limited to, events or facts arising during the evaluation and/or negotiation process.
  3. **Form of Protest.** At a minimum, the written protest must include the following:
    - a) the name and address of the protestor;
    - b) appropriate identification of the solicitation;
    - c) a statement of reasons for the protest;
    - d) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case the Offeror must proceed to file the protest during the filing period identified below but state the expected availability of the material); and the desired remedy.
- DCSD, at its discretion, may deem issues not raised in the initial protest as waived with prejudice by the protesting Offeror.**
4. **Filing Protests.** A protest is considered to be properly filed when it is in writing, signed by a company officer authorized to sign contracts on behalf of the Offeror, and is received by the Vendor Services. The protest may be sent by any of the following means:

**MAIL: Attention: Carla Smith, Executive Director**  
DeKalb County School District  
Vendor Services  
1701 Mountain Industrial Boulevard  
Stone Mountain, Georgia 30083  
**Email: [solicitationquestions@dekalbschoolsga.org](mailto:solicitationquestions@dekalbschoolsga.org)**

The Offeror must observe the following deadlines when filing a protest:

Type of Protest	Protest Filing Deadline
Challenge to Competitive Solicitation Process	Two (2) business days prior to the closing date and time of the solicitation as identified on the Invitation to Bid.
Challenge to an Intended or Actual Contract Award	In the event DCSD posts a Notice of Intent to Award ("NOIA"), the protest must be filed within ten (10) calendar days of the date the NOIA is posted.
	In the event DCSD does not post a NOIA, the protest must be filed within ten (10) calendar days of the date the Notice of Award ("NOA") is posted.

If a bidder fails to file a protest by the applicable deadline, such failure shall be deemed as a waiver with prejudice of any grounds the bidder may have for protest.

**5. Stay of procurement during protest review.**

When a protest challenging the competitive solicitation process has been timely filed at least two (2) business days prior to the closing date and time, the solicitation shall not close until a final decision resolving the protest has been issued, unless the facilities management department makes a written determination that the closing of the solicitation without delay is necessary to protect the interests of DCSD.

When a protest challenging an intended contract award has been timely filed, DCSD shall not proceed to actual contract award unless the Vendor Services Department makes a written determination that the issuance of a contract or performance of the contract without delay is necessary to protect the interests of DCSD. If it is determined that it is necessary to proceed with contract performance without delay, the bidder/Offeror with this contingent contract may proceed with performance and receive payment for work performed in strict accordance with the terms of the contract. The provisions of this paragraph are not applicable to a protest pertaining to events or facts arising during the solicitation process.

**6. Protest Resolution.**

The Vendor Services Department shall review and issue a written decision on the protest within seven (7) business days. This decision shall be deemed final. Available remedies for sustained protests are as follows:

- If a protest is sustained prior to the closing date and time of the solicitation, available remedies may include, but are not limited to, the following: modification of the solicitation document including, but not limited to, specifications and terms and conditions; extension of the solicitation closing date and time (as appropriate); and cancellation of the solicitation.
- If a protest of the intended/actual contract award is sustained, available remedies may include but are not limited to, the following: revision or cancellation of the NOIA/NOA, re-evaluation and re-award, or re-solicitation with appropriate changes to the new solicitation.

**7. Costs**

In no event shall a bidder be entitled to recover any costs incurred in connection with the solicitation or protest process, including, but not limited to, the costs of preparing a bid/proposal, the costs of participating in the protest process, or any attorney fees.

## **PART III SCOPE OF WORK**

### ***A. Purpose/Project Overview***

DCSD is seeking proposals from qualified offerors with professional qualifications, technical competence and specialized experience in **Computer Program Evaluation Services** in accordance with the scope of work of this RFP.

Awarded offeror shall provide equipment and services in accordance with the scope of work, requirements and terms and conditions stated herein. Services shall include all labor, materials, tools, specialized equipment, supplies, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, all other cost and charges, and all things and services necessary and in accordance with the requirements of this RFP. There shall be no add-on charges of any kind.

DCSD, at its discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by DCSD.

DCSD reserves the right to add or remove DCSD facilities (schools, centers and portable classrooms) as needed.

DCSD reserves the right to make multiple awards and will be responsible for administration of this contract.

### ***B. Project Scope of Services***

The DeKalb County School District ("DCSD") is seeking professional services from highly qualified and capable offerors having **Computer Program Evaluation Services** experience with K-12 school districts comparable to DCSD.

#### **Scope of Work**

- Identify strengths and weaknesses in purchased computer applications.
- Identify successful programs and resources, and areas needing improvement.
- Identify resources that are and are not being allocated efficiently.
- Generate valuable data that can be used to identify evidence-based best practices.
- Offer recommendations that will inform future program development and implementation.
- Ensure compliance with education laws and regulations, reducing legal risks for the school district.
- Reveal disparities in program outcomes among different student populations, helping district address issues of equity and fairness.
- Identify areas where programs can be improved, refined, or expanded to better serve the needs of students, teachers, and the community.
- Help ensure that taxpayer funds are being used effectively by providing an objective assessment of how well programs are meeting their intended goals.

- Provide facilitation, consultation and materials that engage the Accountability and Continuous Improvement department in each phase of the process. On a weekly basis at a minimum.
- Develop a timeline for planning and execution of the Computer Program Evaluation Services process.

**Offerors must meet the following at a minimum:**

- At least three years providing **Computer Program Evaluation Services** or related services.
- Must be able to provide the requested services in-person and virtually.

**C. Company Profile**

Offerors to this Request for Proposal are required to demonstrate, and include with their submissions to this RFP, a full and complete company profile, to include, but not be limited to: the date of establishment, mission statement, type and confirmation of company's legal entity form, company's organizational structure/chart, principals' names and titles, company size in relation to industry, number of employees, company history, financial position, and all relevant current and past experience on similar projects, including the company's overall experience in providing **Computer Program Evaluation Services**.

Compliance Information:

Companies must meet minimum criteria as specified to receive further consideration. Proposals shall include the following:

The submitting company must be licensed by the State of Georgia to provide all services specified in this RFP and all documents must be in the name of the submitting company.

All employees of the submitting company that are assigned to this project must be licensed by the State of Georgia. Company must submit copies of all employees' licenses that will be assigned to this project.

Litigation Information (Y/N):

Identify and briefly discuss any instances in the past five (5) years where your contract was terminated, with or without cause. Provide Owner name, project name and Owner Project Representative Name and Number. For joint ventures responding to this RFP, provide the above information as it pertains to the joint venture and for each partner or entity creating said joint venture. **If there is no failure or failures to complete a contract, please include a statement that the Firm has never failed to complete a contract or contracts or have defaulted or have been declared in default on any contract.**

Identify any legal actions that have been filed against your company for services rendered in connection with in the past (5) years. Provide a brief explanation for each occurrence and the outcome/disposition.

**If there have been no legal actions filed against your company, please include a statement that the Company has not had any legal actions filed against them in the past five (5) years.**

**D. References**

*Upload this document under the Response Attachment tab via IonWave titled "References".*

Offeror must provide the names and contact phone numbers of at least two (2) current references, preferably references comparable to DCSD, for whom the offeror is providing or has provided comparable services. Offeror's Reference Form (Attachment E), References will be contacted.

**E. Brochures, Catalogs, Manuals, Websites, Literature**

In addition to the formal response to this RFP, all offerors are encouraged to submit brochures, catalogs, manuals, website materials, industry literature, and any other marketing and informational media which will support and enhance their submission value.

**F. Added Value**

Offerors are encouraged to describe in detail all added value or additional services or benefits available and offered at no cost to DCSD in their RFP responses. Attach and label as "ADDED VALUE."

**G. Evaluation Criteria**

DCSD advertises this RFP as an opportunity for interested and qualified firms specializing in **Computer Program Evaluation Services** to submit responses consistent with the scope of work stated herein. Respondents to this RFP are encouraged to submit their most comprehensive, innovative and creative proposals for services for DCSD.

DCSD may, at its sole discretion, select or reject all or portions of the service(s) proposed from responsive offerors. As a part of the evaluation process, DCSD may find it necessary to evaluate the addition or deletion of components of an offeror's proposal in order to make equivalent comparisons to other proposals. DCSD will select the offeror whose proposal DCSD determines best meets the needs of DCSD, based on the requirements and evaluation criteria set forth herein.

The determination of the successful proposal will be based upon information supplied by the offeror in the RFP response and upon other information that will be obtained by DCSD as it deems necessary. Proposal conformance to RFP instructions, terms, conditions, and requirements is critical to offeror responsiveness.

The lowest-cost proposal submitted may not necessarily be determined to be the most responsive and responsible proposal when all factors have been considered. However, the quoted price is an important factor in the determination of the selected proposal.

An Evaluation Committee will evaluate the proposals using the following criteria:

**1. Firm's Overview (20 Points)**

- a. Provide a full and complete company profile to include, but not limited to Firm's name, address, headquarters and or branch office handling this project, as well as primary contact name, title, related telephone/fax numbers and email address.
- b. State how many years licensed to do business under the name stated above. Describe firm ownership structure and history.
- c. List the number of permanent employees and provide an organizational chart of the firm. Include management-level employee(s) the firm intends to assign to the project. Include a professional biographical summary including certifications and detailed outline of the role and responsibility of each employee that will be assigned to the project.
- d. Describe other qualifications that may be used to assess proposer's capabilities. Please note that the District recognizes that the information requested may not apply in full to the goods, services or systems in this RFP, but the highest point levels will be awarded to those proposals where the respondent has clearly described additional reasons that the District may consider in establishing an enhanced and more productive business partnership.

**2. Scope of Services (30 points)**

- a. Please provide your company's detailed methodology and proposed strategy for providing **Computer Program Evaluation Services** for DCSD. The methodology should include but is not limited to the following:
  - An example of planned data collection procedures.
  - A sample of documents to be used.
  - Procedures to ensure the confidentiality of DCSD data.
  - A concise plan of action to be implemented during the planning and initial execution of the project.
- b. Explain the company's capability to provide the specified services with the resources required in the Scope of Services.
- c. Describe in as much detail as possible why the proposer's company should be selected to provide **Computer Program Evaluation Services** to the DCSD.
- d. Provide the name and telephone number of the individual(s) that can be contacted in case of an emergency or for services needed after hours, holidays or weekends.

**3. Firm's Relevant Experience and Expertise (25 points)**

- a. Please list past experience providing **Computer Program Evaluation Services** for other K-12 school districts that are comparable to DCSD. Experience with other comparable K-12 school districts is preferred however, experience with other public/governmental agencies comparable to DCSD is allowed. Please do not include projects not completed by your company or completed more than 10 years ago.

**4. Professional References (10 points)**

- a. The company shall submit a minimum of two (2) written recommendations from previous owners. The recommendation must state actual examples of how the company had a positive working relationship with prior organization (s).
- b. DCSD reserves the option of contacting any of the references provided to confirm information provided.

**5. Cost Proposal (15 points)**

- a. Indicate your proposed price to provide the services as stated in this RFP using **Attachment A – Cost Proposal Form** provided as part of this RFP.
- b. Please provide any and all pricing breakdown as requested on the **Attachment A-Cost Proposal Form**.
- c. The **Attachment A-Cost Proposal Form** shall not be altered in any way. Any alterations to the provided cost proposal form may cause your company to be deemed non-responsive and disqualified from further consideration.

Relative Weight	Evaluation Criteria	Score
20	Firm's Overview	
30	Scope of Services	
25	Firm's Relevant Experience and Expertise	
10	Professional References	
15	Cost Proposal	
<b>100 points</b>	<b>TOTAL SCORE</b>	

**H. Transition Plan/Transition on Commencement of Contract**

The awarded offeror shall assume full services in accordance with the award of the RFP. The awarded offeror shall coordinate and cooperate with DCSD's existing provider(s) to ensure a smooth and orderly transition with uninterrupted services.

**Transition and Continuity of Service upon Expiration of Contract**

Continuity of services is necessary to DCSD. The awarded offeror agrees to this philosophy and upon expiration of contract, agrees to:

- a. Exercise best efforts and cooperation for an orderly and efficient transition to another provider or to DCSD.
- b. Negotiate a plan in good faith with successor to determine the nature and extent of the phase-in, phase-out services required. The plan shall specify a date for services described in the plan and shall be subject to approval by DCSD. The existing provider shall provide sufficiently experienced personnel during the phase-in and phase-out periods to ensure that the imperious services in the contract are maintained at the required level of need and proficiency.
- c. All DCSD property (including but not limited to, students and DCSD records, parts, equipment, facilities, keys, and materials) shall be returned to DCSD upon expiration of contract.
- d. Offeror shall include in their response any DCSD or any subsequent contractor requirements if offeror is awarded this contract and does not retain this contract upon its expiration.

## Addenda



1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GA 30083  
<https://dekalbschoolsga.ionwave.net/Login.aspx>

TO: ALL OFFERORS UNDER REQUEST FOR PROPOSAL)

**RFP 24-568 Computer Program Evaluation Services**

FROM: Procurement Department, DeKalb County School District

### **ADDENDUM NO. 1**

**RFP 24-568 Computer Program Evaluation Services** is hereby amended as follows:

1. This addendum was created to provide responses to the Q&A via IonWave.
2. All other conditions remain in full force and effect.
3. All offerors under this solicitation are kindly requested to acknowledge receipt of this Addendum 1 by signing the page below and uploading with your proposal.

Level Data, LLC / Matthew Wellner

**COMPANY NAME/CERTIFYING OFFICIAL**

**SIGNATURE**



DCSD GA Computer Evaluation Services RFP

## Audited Company Financial Statements/Company Annual Reports for 2021 and 2022

1. Level Data was purchased by Boston Ventures [Home Page - Boston Ventures](#) in August of 2022. We have provided the relevant tax returns which are those from the purchase date forward. Tax returns prior to August of 2022 do not provide accurate information about the current financial stability of Level Data. We have provided a P&L for Level Data pre-acquisition for the 2021 fiscal year.
2. Level Data is not publicly traded.
3. Not applicable.
4. There are no criminal or civil proceedings involving Level Data.
5. Level Data has not filed a petition in bankruptcy or taken any actions with respect to insolvency or any other relief from creditors.
6. Level Data has not been the subject of any order, judgment, or decree and have not been enjoined from engaging in any type of business practice.
7. We are not including the financial documents in this proposal document. Financial documents of privately held companies are Private and Confidential and both documents are watermarked with that designation. **The PW to the 2022 financial data is 07579cpa**



DCSD GA Computer Evaluation Services RFP

## Business License

[LARA Home](#) [Contact LARA](#) [Online Services](#) [News](#) [MI.gov](#)

LARA
**Corporations  
Online Filing System**  
 Department of Licensing and Regulatory Affairs

**ID Number:** 800691814 
[Request certificate](#) [Return to Results](#) [New search](#)

**Summary for:** LEVEL DATA, INC.

**The name of the DOMESTIC PROFIT CORPORATION:** LEVEL DATA, INC.

**Converted into:** LEVEL DATA, LLC on 8/16/2022

**Entity type:** DOMESTIC PROFIT CORPORATION

**Identification Number:** 800691814 **Old ID Number:** 00761H

**Date of Incorporation in Michigan:** 06/19/2007

**Purpose:** All Purpose Clause

**Date of Converted:** 08/16/2022 **Term:** Perpetual

**Most Recent Annual Report:** 2022 **Most Recent Annual Report with Officers & Directors:** 2018

**The name and address of the Resident Agent:**

Resident Agent Name: MATTHEW BETTS  
 Street Address: 6850 STADIUM DR  
 Apt/Suite/Other:  
 City: KALAMAZOO State: MI Zip Code: 49009

**Registered Office Mailing address:**

P.O. Box or Street Address:  
 Apt/Suite/Other:  
 City: State: Zip Code:

**The Officers and Directors of the Corporation:**

Title	Name	Address
PRESIDENT	MATT BETTS	6850 STADIUM DR KALAMAZOO, MI 49009 USA
TREASURER	BEN IPEMA	6850 STADIUM DR KALAMAZOO, MI 49009 USA
SECRETARY	BEN IPEMA	6850 STADIUM DR KALAMAZOO, MI 49009 USA
DIRECTOR	RICHARD WOLTHUIS	6850 STADIUM DR KALAMAZOO, MI 49009 USA

**Act Formed Under:** 284-1972 Business Corporation Act

**Total Authorized Shares:** 60,000

**Written Consent**

**View filings for this business entity:**

ALL FILINGS  
 ANNUAL REPORT/ANNUAL STATEMENTS  
 ARTICLES OF INCORPORATION  
 RESTATED ARTICLES OF INCORPORATION  
 RESTATED ARTICLES OF INCORPORATION  
 RESTATED ARTICLES OF INCORPORATION  
 RESTATED ARTICLES OF INCORPORATION

[View filings](#)

**Comments or notes associated with this business entity:**

[LARA FOIA Process](#) [Transparency](#) [Office of Regulatory Reinvention](#) [State Web Sites](#)  
[Michigan.gov Home](#) [ADA](#) [Michigan News](#) [Policies](#)  
 Copyright 2023 State of Michigan



DCSD GA Computer Evaluation Services RFP

**APPLICATION FOR CERTIFICATE OF AUTHORITY**

\*Electronically Filed\*  
 Secretary of State  
 Filing Date: 12/6/2023 4:10:30 PM

**BUSINESS INFORMATION**

CONTROL NUMBER 23252143  
 BUSINESS NAME Level Data, LLC  
 BUSINESS TYPE Foreign Limited Liability Company  
 EFFECTIVE DATE 12/06/2023  
 HOME JURISDICTION Michigan  
 DURATION Perpetual  
 NAME IN HOME STATE Level Data, LLC  
 DATE OF FORMATION IN HOME JURISDICTION 06/01/2013  
 COMMENCEMENT DATE IN GEORGIA 12/06/2023

**PRINCIPAL OFFICE ADDRESS**

ADDRESS 6850 Stadium Dr., Kalamazoo, MI, 49009, USA

**RECORDS ADDRESS**

ADDRESS 6850 Stadium Dr., Kalamazoo, MI, 49009, USA

**REGISTERED AGENT**

NAME	ADDRESS	COUNTY
Northwest Registered Agent LLC	8735 DUNWOODY PLACE, STE N, Atlanta, GA, 30350, USA	Fulton

**MANAGER(S)**

NAME	TITLE	ADDRESS
Matt Wellner	MANAGER	6850 Stadium Dr, Kalamazoo, MI, 49009, USA

**AUTHORIZER INFORMATION**

AUTHORIZER SIGNATURE Gloria McMahon  
 AUTHORIZER TITLE Organizer

The foreign limited liability company undertakes to keep its records at the address shown above until its registration in Georgia is canceled or withdrawn. The foreign limited liability company, in accordance with Title 14 of the Official Code of Georgia Annotated, appoints the Secretary of State as agent for service of process if no agent has been appointed in Georgia or, if appointed, the agent's authority has been revoked or the agent cannot be found or served by the exercise of reasonable diligence.



DCSD GA Computer Evaluation Services RFP

# Certificate of Insurance

<b>CERTIFICATE OF LIABILITY INSURANCE</b>		Page 1 of 1 DATE (MM/DD/YYYY) 12/15/2023																																			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																																					
<b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																																					
<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT</b> NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL: certificates@willis.com ADDRESS:																																				
<b>INSURED</b> Level Data, Inc. 6850 Stadium Dr Kalamazoo, MI 49009	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Citizens Insurance Company of America NAIC# 31534 INSURER B: Allmerica Financial Benefit Insurance Comp 41840 INSURER C: Hanover Insurance Company 22292 INSURER D: INSURER E: INSURER F:																																				
<b>COVERAGES</b> <b>CERTIFICATE NUMBER:</b> W31486870 <b>REVISION NUMBER:</b>																																					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																																					
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">INSR LTR</th> <th style="width: 35%;">TYPE OF INSURANCE</th> <th style="width: 10%;">ADDL SUBR INSD WVD</th> <th style="width: 15%;">POLICY NUMBER</th> <th style="width: 10%;">POLICY EFF (MM/DD/YYYY)</th> <th style="width: 10%;">POLICY EXP (MM/DD/YYYY)</th> <th style="width: 15%;">LIMITS</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">A</td> <td> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR             GEN'L AGGREGATE LIMIT APPLIES PER:  <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC            OTHER:         </td> <td></td> <td style="text-align: center;">ZBY A430555 12</td> <td style="text-align: center;">09/24/2023</td> <td style="text-align: center;">09/24/2024</td> <td>           EACH OCCURRENCE \$ 1,000,000            DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000            MED EXP (Any one person) \$ 10,000            PERSONAL &amp; ADV INJURY \$ 1,000,000            GENERAL AGGREGATE \$ 2,000,000            PRODUCTS - COMP/OP AGG \$ 2,000,000         </td> </tr> <tr> <td style="text-align: center;">B</td> <td> <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO  <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS  <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  <input type="checkbox"/> OTHER:         </td> <td></td> <td style="text-align: center;">AWI-A430550-10</td> <td style="text-align: center;">09/24/2023</td> <td style="text-align: center;">09/24/2024</td> <td>           COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000            BODILY INJURY (Per person) \$            BODILY INJURY (Per accident) \$            PROPERTY DAMAGE (Per accident) \$         </td> </tr> <tr> <td style="text-align: center;">C</td> <td> <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE            DED <input checked="" type="checkbox"/> RETENTION \$ 0         </td> <td></td> <td style="text-align: center;">UBY J310213 12</td> <td style="text-align: center;">09/24/2023</td> <td style="text-align: center;">09/24/2024</td> <td>           EACH OCCURRENCE \$ 10,000,000            AGGREGATE \$ 10,000,000         </td> </tr> <tr> <td style="text-align: center;">C</td> <td> <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY            ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)            If yes, describe under DESCRIPTION OF OPERATIONS below         </td> <td style="text-align: center;">Y/N N/A</td> <td style="text-align: center;">WHY-A430547-11</td> <td style="text-align: center;">09/24/2023</td> <td style="text-align: center;">09/24/2024</td> <td> <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER            E.L. EACH ACCIDENT \$ 1,000,000            E.L. DISEASE - EA EMPLOYEE \$ 1,000,000            E.L. 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<b>CERTIFICATE HOLDER</b>  DeKalb County School District 1701 Mountain Industrial Boulevard Stone Mountain, GA 30083		<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 																																			
© 1988-2016 ACORD CORPORATION. All rights reserved. ACORD 25 (2016/03)      The ACORD name and logo are registered marks of ACORD SR ID: 25120896      BATCH: 3247731																																					



## Attachment A – Cost Proposal Form/Fee Schedule

RFP 24-568

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### Attachment A RFP 24-568 Computer Program Evaluation Services COST PROPOSAL FORM

Offeror must provide costs to DCSD associated with providing the services requested in this RFP. Pricing must be submitted on this form in the format requested. **Alterations to the cost proposal form may result in the offeror's being deemed non-responsive and proposal rejected.**

	COMPUTER PROGRAM EVALUATION SERVICES	LUMP SUM PRICE
1	Please provide an annual lump sum cost to provide <b>Computer Program Evaluation Services</b> . The lump sum cost shall include all labor, materials, tools, specialized equipment, supplies, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, all other costs and charges necessary to provide the services and deliverables as stated in Part III of this RFP.	
	<b>TOTAL</b>	<b>\$247,887.00</b>

Complete the following:

Level Data, LLC

Company Name

Matthew Wellner

CFO

Authorized Company Representative Name (please print)

Title

Matthew Wellner

12/6/23

Authorized Company Representative Signature

Date

Address

6850 Stadium Dr. Kalamazoo, Michigan 49009

Phone: 269-488-2050

Fax: n/a

Email: [contracts@leveldata.com](mailto:contracts@leveldata.com)



## Attachment B – Non-Collusion

RFP 24-568

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### Attachment B RFP 24-568 Computer Program Evaluation Services Non-Collusion

**Upload this documentation under the Response Attachment tab via IonWave titled "NON-COLLUSION"**

Bidders shall fully certify that they, as an individual or as an engaging official of a formal business entity, have not entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free and competitive responses to this bid. Further, bidders guarantee that their response are not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

Bidder must sign below acknowledging the above statement.

Signature of Company Representative: Matthew Wellner

Level Data, LLC / Matthew Wellner

Company Name/Certifying Official Signature

Date: 12/6/23



## Attachment C - Conflict of Interest

RFP 24-568

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### Attachment C RFP 24-568 Computer Program Evaluation Services

#### Conflict of Interest

Upload this documentation under the Response Attachment tab via IonWave titled "Conflict of Interest".

Offeror shall use its best efforts to disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee, agent, representative, contractor, immediate family member (spouse, child, sibling, or parent or the spouse of a child, sibling or parent) or DeKalb County Board of Education member. Offerors shall also disclose the name of any DCSD employee, agent, representative, contractor, immediate family member or board member who owns, directly or indirectly, an interest in five percent or more in the Offeror's company or any of its branches. In the event the Offeror was aware of a conflict of interest prior to the award of the contract and did not disclose the conflict DCSD may, at its discretion, terminate the contract for default. The Offeror further agrees that, if after award, a conflict of interest is discovered, an immediate and full disclosure in writing must be made to the DCSD Purchasing Department which must include a description of the action which the Offeror has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, DCSD may, at its discretion, cancel the contract. Offerors shall certify that their response to this RFP is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official.

Signature of Company Representative: Matthew Wellner

Level Data, LLC / Matthew Wellner

Company Name/Certifying Official Signature

Date: 12/6/23

## Attachment D – Critical Paragraphs

RFP 24-568

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### Attachment D

#### RFP 24-568 Computer Program Evaluation Services Critical Paragraphs

***Offerors must put their initials in the space provided in front of each critical paragraph and sign below. Initials signify that the information has been read and the offeror agrees to comply with the requirement, stipulations, terms and conditions. Attach and label "Critical Paragraph."***

- 1)    This RFP does not commit DCSD to any offeror to this RFP. DCSD is not liable for any costs incurred by an offeror in responding to this RFP. There is no guarantee of any offeror receiving an award or contract as a result of submitting a response to this RFP.
- 2)    Any news release or publicity pertaining to any phase of this RFP will be the responsibility of DCSD and must be cleared through DCSD's Department of Communications and Community Relations.
- 3)    It is the responsibility of offerors to make themselves aware of and to comply with any addenda, questions and answers posted to the DCSD website in relation to this RFP. All addenda must be printed, signed by the certifying official and included in the RFP submittals. Failure to do so will cause the offeror to be deemed non-responsive to the requirements of this RFP.
- 4)    Offerors to the RFP agree to fully indemnify DCSD as stated in the RFP, Part II.
- 5)    Offerors certify that they have not engaged in collusion and guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced or acted in any manner to result in restriction of trade or unfair advantage.
- 6)    The DCSD reserves the right to reject any and/or all responses submitted and to waive any technicalities or minor irregularities in responses received. DCSD reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous DCSD.
- 7)    Offeror understands that this solicitation requires Board of Education Approval.



## Attachment E – Offeror’s Client Reference Form

RFP 24-568

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### Attachment E

#### RFP 24-568 Computer Program Evaluation Services

Attach and label “Offeror’s Client References.”  
**OFFEROR’S CLIENT REFERENCES**  
*(Please copy this form and use one form per reference.)*

Attach and label “Offeror’s Client References.”

Desoto County Schools

Company Name Providing Reference

5 E. South Street, Hernando, MS 38632

Address City/State/Zip

Mr. Cory Uselton, Superintendent/ Amanda Samples, Executive Director, Academic Support & Professional Development

Name of Contact Person

(662) 449-7102/ (662) 449-7269

Telephone Number of Contact Person

cory.uselton@dcsms.org / amanda.samples@dcsms.org

Email Address of Contact Person

August 2019- Present

Date/Duration of Service Relationship

Describe in Detail Services Provided (use additional sheets if necessary):

Desoto County Schools partners with Level Data on an ongoing basis to identify any ineffective spending as well as optimize funds around instructional needs. As the largest and one of the highest achieving school districts in Mississippi, it is necessary that they continue to raise the bar for students to maintain a high caliber of education for families and communities in Desoto County. Level Data has supported that goal by helping to maximize return on investment & instruction. Level Data has helped Desoto County Schools identify, inventory, and evaluate resources aligned to instructional priorities across the district. Level Data has also been instrumental in helping align return on instruction at the classroom level to ensure resource implementations are helping meet the needs of our students down to specific classroom and subgroups.

**Important! This is a vital part of your RFP submission. DCSD will verify client references. It is advisable that you inform your reference contact person that you have listed them for reference.**



**Attachment E**

**RFP 24-568  
Computer Program Evaluation Services**

**Attach and label "Offeror's Client References."  
OFFEROR'S CLIENT REFERENCES  
(Please copy this form and use one form per reference.)**

**Attach and label "Offeror's Client References."**

Cherokee County School District

**Company Name Providing Reference**

1205 Bluffs Parkway, Canton, GA 30114

**Address City/State/Zip**

Dr. Brian Hightower, Superintendent

**Name of Contact Person**

770.479.1871 / 770.704.4202

**Telephone Number of Contact Person**

Brian.Hightower@cherokeeek12.net

**Email Address of Contact Person**

August 1, 2023- Present

**Date/Duration of Service Relationship**

**Describe in Detail Services Provided (use additional sheets if necessary):**

Cherokee County School District has partnered with Level Data to measure and raise return on investment & instruction. Level Data's software solution has helped accomplish this goal by helping to measure return on investment & effectiveness of education programs, as well as to help capture return on classroom instruction. As we approach the end of relief funding, Level Data is helping identify resources with a high return on investment and provide guidance on resources that can be strategically abandoned. Level Data has also been instrumental in helping align return on instruction at the classroom level to ensure classroom grades reflect performance on our summative assessments. This continuous improvement work is something we wished we had embarked on long ago but are happy to go through the process with the Level Data team.

**Important! This is a vital part of your RFP submission. DCSD will verify client references. It is advisable that you inform your reference contact person that you have listed them for reference.**



## Attachment F – Statement of Confidentiality and Non-Disclosure

RFP 24-568

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### Attachment F

#### RFP 24-568 Computer Program Evaluation Services

#### Statement of Confidentiality and Non-Disclosure

Any non-public information made available to the offeror by DCSD in relation to this RFP shall be used only for those purposes outlined in the RFP document and shall not be used in any other way without the written permission of the DCSD.

If the offeror is uncertain about the proposed use of information provided in relation to this RFP, the offeror shall consult with the DCSD RFP contact person as identified in the RFP document for clarification.

The offeror agrees to assume full responsibility for protecting the confidentiality of DCSD records that are not public information. Such information may include but is not limited to student and employee data and other written and oral information of a personal and/or confidential nature, which shall be safeguarded by the offeror to ensure that it is not improperly disclosed.

Level Data, LLC  
Offeror Company Name

Matthew Wellner  
Company Representative

12/6/23  
Date

## Attachment G – Suspension and Debarment Certification

RFP 24-568

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### Attachment G

#### RFP 24-568

#### Computer Program Evaluation Services SUSPENSION AND DEBARMENT CERTIFICATION

By submitting this RFP, the offeror certifies that the proposing company and/or its principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

Further, by submitting this RFP, the offeror certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

The certification placed herein is a material representation of fact upon which reliance will be placed as RFP submissions are evaluated and any transaction is entered into. If it is later determined that the prospective offeror has knowingly rendered an erroneous certification, the DCSD may pursue all available remedies, including but not limited to suspension and/or debarment.

The prospective offeror shall provide immediate written notice to the DCSD Purchasing Department if at any time the prospective offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The prospective offeror agrees by submitting this form that, should the proposed transaction be entered into, the prospective offeror shall not knowingly enter into any lower tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction.

By signing and submitting this form, the offeror is providing the certification set out above.

Signature of Engaging Official: Level Data, LLC / Matthew Wellner Date: 12/6/23  
(Offeror Company Name/Certifying Official Signature)

Further, the DCSD's Purchasing Department will check the SAMS website at <https://www.sams.gov/SAM/> to determine if the offeror is listed.



**DEKALB COUNTY SCHOOL DISTRICT  
Offeror E-Verify Affidavit**

By executing this affidavit, the undersigned Offeror verifies its compliance with **Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603**, stating affirmatively that the individual firm or corporation which is engaged in services on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established by federal law and regulation. Furthermore, the undersigned Offeror will continue to use the federal work authorization program throughout the contract period. Offeror hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number: \_\_\_\_\_

Date of Authorization: \_\_\_\_\_

Name of Project: Computer Program Evaluation Services

Solicitation Number (if applicable): RFP 24-568

Name of Public Employer: DeKalb County School District

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Dec. 10th 2023 in Columbia, TN  
(city) (state)  
 Signature of Authorized Officer or Agent: Matthew Wellner

Printed Name and Title of Authorized Agent: Matthew Wellner, CFO

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 10th DAY OF December 2023

Notary Public: [Signature]

My Commission Expires: 4/23/25



**DEKALB COUNTY SCHOOL DISTRICT**  
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual firm or corporation which is engaged in the physical performance of services on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number: \_\_\_\_\_

Date of Authorization: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

Name of Project: Computer Program Evaluation Services

Solicitation Number (if applicable): RFP 24-568

Name of Public Employer: DeKalb County School District

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Dec 10th 2023 in Columbia TW  
(city) (state)

Signature of Authorized Officer or Agent Matthew Wellner

Printed Name and Title of Authorized Agent: Matthew Wellner, CFO

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 10th DAY OF December, 2023

Notary Public \_\_\_\_\_  
My Commission Expires: 4/23/25





DCSD GA Computer Evaluation Services RFP

RFP 24-568

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DEKALB COUNTY SCHOOL DISTRICT  
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ on behalf of the DeKalb County School District has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: \_\_\_\_\_

Date of Authorization: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

Name of Project: Computer Program Evaluation Services

Solicitation Number (if applicable): RFP 24-568

Name of Public Employer: DeKalb County School District

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ in \_\_\_\_\_, \_\_\_\_\_ (city) \_\_\_\_\_ (state)

Signature of Authorized Officer or Agent \_\_\_\_\_

Printed Name and Title of Authorized Agent: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Not Applicable



DCSD GA Computer Evaluation Services RFP

RFP 24-568

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DEKALB COUNTY SCHOOL DISTRICT
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for \_\_\_\_\_ and \_\_\_\_\_ on behalf of the DeKalb County School District has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_. Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: \_\_\_\_\_

Date of Authorization: \_\_\_\_\_

Name of Sub-subcontractor: \_\_\_\_\_

Name of Project: Computer Program Evaluation Services

Solicitation Number (if applicable): RFP 24-568

Name of Public Employer: DeKalb County School District

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 2022 in \_\_\_\_\_ (city) \_\_\_\_\_ (state)

Signature of Authorized Officer or Agent \_\_\_\_\_

Printed Name and Title of Authorized Agent: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Not Applicable



## Attachment I – Sample Service Agreement

RFP 24-568

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**ATTACHMENT I**  
**SAMPLE SERVICE AGREEMENT**  
**BETWEEN THE**  
**DEKALB COUNTY SCHOOL DISTRICT**  
**AND Level Data, LLC\_\_\_\_\_**

**Service Provider: Level Data, LLC\_\_\_\_\_**  
**Project Name: Computer Evaluation Services**  
**Address: 6850 Stadium Dr.\_\_\_\_\_**  
**\_Kalamazoo, MI 49009\_\_\_\_\_**

**RFP No.: 24-568**  
**Description: Computer Program Evaluation Services**



DCSD GA Computer Evaluation Services RFP

RFP 24-568

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**THIS SERVICES AGREEMENT** and the below referenced documents attached as Exhibits (hereinafter the "Service Agreement") is made and entered into by and between the DeKalb County School District (hereinafter the "DCSD") whose address is 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083 and Level Data, LLC (hereinafter the "Service Provider") whose physical address is 6850 Stadium Dr. Kalamazoo, MI 49009. DCSD and Service Provider are referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, DCSD desires to retain the services of a competent and qualified Service Provider to provide Computer Evaluation Services; and

WHEREAS, the DCSD has solicited for these services via an advertised request for proposals and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, DCSD intends to engage the Service Provider to provide Computer Evaluation Services; and

WHEREAS, the Service Provider remains agreeable to provide DCSD the Computer Evaluation Services and represents that it is competent, qualified, capable, and prepared to do so according to the terms and conditions stated herein;

The Service Agreement consist of:

- a. This Service Agreement (Agreement for Services);
- b. Request for Proposal (RFP) No. 24-568 (Exhibit A);
- c. The Service Provider's Proposal to the above-numbered RFP, including pricing, and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached except that objections or amendments by Service Provider that have not been explicitly accepted by DCSD in writing in this Service Agreement shall not be included in this Service Agreement and shall be given no weight or consideration; (Exhibit B);
- d. Board Directive Signed by the Superintendent and dated \_\_\_\_\_ (Exhibit C); and
- e. Notice of Award dated \_\_\_\_\_ (Exhibit D).

This Service Agreement together with the aforementioned exhibits collectively forms **the Service Agreement**. All prior and contemporaneous negotiations and Service Agreements between the Parties on the matters contained in this Service Agreement are expressly merged into and superseded by this Service Agreement. DCSD shall not be bound by any additional terms and conditions, including but not limited to, terms and conditions related to any provided service or good, limitations of the Service Provider's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic Service Agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions of this Service Agreement.

Any inconsistency or conflict among the specific provisions of this Service Agreement shall be resolved as follows:

- a. First, by giving preference to the specific provisions of this Service Agreement and any change orders or modifications issued after execution of this Service Agreement;
- b. Second, by giving preference to the specific provisions of the RFP attached hereto as



Exhibit "A;"

- c. Third, by giving preference to the specific provisions of Service Provider's Proposal, including pricing and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached hereto as Exhibit "B," except that objections or amendments by Service Provider that have not been explicitly accepted by DCSD in writing in this shall not be included in this Service Agreement and shall be given no weight or consideration.

NOW, THEREFORE, in consideration of the mutual promises, covenants and Service Agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, DCSD and the Service Provider agree as follows:

ARTICLE 1

**PARTIES TO THE SERVICE AGREEMENT**

The DCSD's address and its contact person are:

DeKalb County School District  
1701 Mountain Industrial Blvd.  
Stone Mountain, GA 30083

Attention: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

With a copy to:

DeKalb County School District  
1701 Mountain Industrial Boulevard  
Stone Mountain, Georgia 30083

Attention: Dr. Devon Horton, Superintendent

The Service Provider's contact information is:

Company Name: Level Data, LLC \_\_\_\_\_

Address: 6850 Stadium Dr. \_\_\_\_\_  
Kalamazoo, MI 49009 \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Phone No. Office: \_\_\_\_\_

Email: \_\_\_\_\_

Any notice or consent required to be given by or on behalf of any Party hereto to any other Party hereto shall be in writing and shall be sent to DCSD or to the Service Provider by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the above addresses shall be binding unless said address is changed, and provided in writing to the other Party, no less than fourteen days before such notice is sent.

#### ARTICLE 2

##### DURATION OF AGREEMENT

- 2.1 **Agreement Term.** The term of this Service Agreement begins on the date executed by the last Party to execute below (hereinafter the "Effective Date"). The performance period for this Service Agreement is one (1) year from the Effective Date.
- 2.2 **Agreement Renewal.** In addition to the base period of one (1) year, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of DCSD. Additionally, as required by O.C.G.A. § 20-2-506, this Service Agreement shall terminate absolutely and without further obligation on the part of DCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless DCSD terminates this Service Agreement, by providing Service Provider with thirty (30) days advance notice of termination prior to the end of the calendar year. Renewal will depend upon the best interests of the DCSD, funding, and Service Provider's performance subject to the other termination methods available to the DCSD herein.
- 2.3 **Total Obligation.** Pursuant to O.C.G.A § 20-2-506(b), DCSD's total obligation under this Agreement is as follows:

FY 2024 \$ \_\_\_\_\_

#### ARTICLE 3

##### SCOPE OF SERVICES

3.1 DCSD does hereby retain Service Provider to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the DCSD's Request for Proposal \_\_\_\_\_, to include all attachments and addenda, attached hereto as Exhibit "A" and incorporated herein by reference; and (ii) the Service Provider's final responsive thereto, attached hereto as Exhibit "B" and incorporated into this Agreement by this reference. A complete copy of the Scope of Work section of RFP #24-568, to include the Service Provider's final responsive proposal, is attached as Exhibit "B" and made a part of this Service Agreement.

3.2 Service Provider shall be solely responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

3.3 DCSD's review, approval, or acceptance of any of the Service Provider's Services shall not be construed to: (i) operate as a waiver of any rights the DCSD possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Service Provider's performance or nonperformance of this Agreement. The Service Provider shall always remain liable to the DCSD in accordance with applicable law for any and all damages to the DCSD caused by the Service Provider's breach of this Agreement.

ARTICLE 4

COMPENSATION

4.1 The Service Provider agrees that the compensation for all services under this Service Agreement shall be the specific price set forth in the attached Exhibit "A" and Exhibit "B." There shall be no add-on charges of any kind.

ARTICLE 5

WORKING RELATIONSHIP

5.1 The Service Provider will function in cooperation with the DCSD's designated representative, which is set forth in Article 1 of this Service Agreement. The Service Provider will consult with the DCSD's representative before finalizing recommendations or taking action at Program milestones or other key decision points. The Service Provider shall fully cooperate with the DCSD and, if applicable, the DCSD's representative or designee. Such cooperation shall include, without limitation, providing any requested information to the DCSD's representative and advising, meeting with, consulting with, and coordinating with the DCSD's representative.

5.2 The DCSD shall have the right, at its sole discretion, to demand and require the Service Provider to remove any employee or subcontractor working for the Service Provider on the Program and to replace the employee or subcontractor without cost or liability to the DCSD.

5.3 For purposes of safety and otherwise, the Service Provider, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with the DCSD representative and with the Service Provider's employees, agents, representatives, and subcontractors. The Service Provider agrees to employ one or more supervisory-level personnel capable of thoroughly and clearly communicating, in any and all necessary languages, with the DCSD's representative and with the Service Provider's employees, agents, representatives, and subcontractors, and that such supervisory-level and language-capable personnel shall be stationed at and assigned to the location(s) or site(s) where, and at all times when, any and all work or services under this Service Agreement shall be performed.

5.4 The Service Provider shall ensure that any and all electronic devices, computers, software, hardware, equipment and other similar and related items that are utilized by the Service Provider, or any entity or person under the Service Provider's supervision or control, do not harm, or allow harm, to the DCSD's computers, systems, networks, and technology. The Service Provider shall take any and all measures possible to protect the DCSD's computers, systems, networks, and technology from viruses and other malicious codes.

ARTICLE 6

INVOICING AND AGREEMENT PRICE

6.1 Invoices. The Service Provider shall submit invoices, to DCSD, for services rendered pursuant to the attached Exhibit "A" and Exhibit "B." Invoices will be paid by DCSD within thirty (30) days after receipt of the invoice from the Service Provider. All invoices shall be submitted by Service Provider shall be submitted to: Ms. Carla Smith, Vendor Services Executive Director, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

6.2 **Agreement Price.** DCSD shall pay, and the Service Provider shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price listed in Section 2.3. The price set forth in Paragraph 2.3 shall constitute the Agreement Price, which shall not be modified except where evidence acceptable to DCSD of changed market conditions and indices is produced. Price modification requests may only be made once annually and, if approved, will only become effective upon the next renewal of the Agreement. Any such proposed price escalation /de-escalation must be presented in writing with substantiating proof to DCSD, for approval, a minimum of ninety (90) days prior to taking effect at the next renewal of the Agreement.

**ARTICLE 7**

**CANCELLATION OR TERMINATION BY DCSD**

7.1 DCSD reserves the right to cancel or terminate this Service Agreement at any time for any reason, with notice in writing to the Service Provider. In the event of cancellation or termination, the DCSD shall pay to the Service Provider all compensation earned for actual services rendered. Any cancellation or termination by DCSD shall be effective within thirty (30) business days of the receipt of such cancellation or termination to Service Provider by DCSD.

7.2 Upon termination of this Service Agreement, the Service Provider shall:

- 7.2.1 Cease work under the Service Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs
- 7.2.2 Immediately cease using and return to the DCSD, any personal property or materials, whether tangible or intangible, provided by the DCSD to the Service Provider
- 7.2.3 Cooperate in good faith with the DCSD and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and
- 7.2.4 Immediately return to the DCSD any payments made by the DCSD for Services that were not delivered or rendered by the Service Provider.

**ARTICLE 8**

**INDEPENDENT CONTRACTOR**

8.1 The Service Provider and its employees shall perform as an independent contractor and not an employee or representative of the DCSD. The Service Provider retains sole and exclusive liability for all contributions, taxes or payments required to be made on account of the Service Provider's employees under federal or state income tax laws, unemployment and workers' compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings.

8.2 The Service Provider shall maintain strict discipline among all personnel employed at DCSD, nor shall any person employed on any Program site have in his or her possession any drugs, alcohol or firearms. Unprofessional conduct, including but not limited to horseplay, wrestling, and fighting, shall not be permitted or allowed. No employee, subcontractor or representative of the Service Provider

shall use any tobacco product while at any Program site, on any property owned by DCSD or at any function or event sponsored by or held on behalf of DCSD.

8.3 The Service Provider agrees that the Service Provider is not an employee of DCSD for purposes of the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001, et seq. (“ACA”), or for any other purpose. The Service Provider agrees that the Service Provider will be responsible for reporting requirements under the ACA and certifies that the Service Provider has their own individual health plan coverage. The Service Provider agrees that the Service Provider shall make the necessary federal, state, and local filings and returns as required by law at the appropriate times, including, but not limited to, federal, state, and local income tax (including estimates), filings and returns required by the Self-Employment Contribution Act, and any other filing or return, required by federal, state, or local government. With respect to ACA compliance obligations, Service Provider acknowledges and agrees that:

- Service Provider is responsible for filing Form 1094-C and Form 1095-C with respect to all assigned workers assigned to DCSD;
- Service Provider is responsible for compliance with Internal Revenue Code Section 4980H with respect to assigned workers;
- If requested by DCSD in connection with any governmental audit or inquiry, Service Provider will cooperate in furnishing DCSD with detailed information on assigned workers as reasonably needed for DCSD to respond to such audit or inquiry, and at no additional charge;
- Service Provider will offer health plan coverage to assigned workers (and their dependents) that complies with the ACA's minimum value and affordability requirements and, during the term of their staffing Service Agreement; and
- In addition to any existing indemnification obligations set forth in Article 20, herein, Service Provider agrees to reimburse DCSD for any penalty or tax imposed against DCSD with respect to any assigned worker, and to indemnify and hold harmless DCSD against all liabilities, penalties and fees that may be imposed upon DCSD, under Internal Revenue Code Section 4980H(a) or (b); *provided* that DCSD will provide prompt notice to Service Provider of its receipt of any notice of assessment of penalty or taxes under Code Section 4980H and Service Provider will cooperate fully with DCSD in contesting such assessment and accepting responsibility for its assigned workers.

ARTICLE 9

**RESPONSIBILITY FOR SERVICES**

9.1 In the performance of this Service Agreement, the Service Provider warrants that it shall consistently render its best efforts and shall exercise that degree of skill and care which others would exercise in like circumstances and that its Services will be performed without errors or omissions. Service Provider shall be responsible for the accuracy of its Services and any error and/or omission made by the Service Provider in any work under this Service Agreement. Services performed by the Service Provider shall be subject to review and acceptance in stages as required by the DCSD. Acceptance shall not relieve the Service Provider of its professional obligation to correct, at Service Provider's own expense, any errors in the S.

9.2 If Services performed by the Service Provider fail to meet the standards set forth in Paragraph 9.1, the DCSD may elect to have the Service Provider re-perform, or cause to be re-performed, at no cost to the DCSD any of the Services which fail to meet said standards where: (i) such failure appears during the performance of the Service Provider's Services or within one year from the date of completion of the Service Provider's Services, and (ii) the DCSD notifies Service Provider of any such failure within sixty (60) days of the time that the failure becomes apparent. This Paragraph 9.2 shall not be interpreted to limit the right of the DCSD to pursue and obtain any and all other remedies against the Service Provider at law or in equity.

9.3 Service Provider warrants that any goods to be produced to or delivered to DCSD during the course and scope of work for this Program will be of merchantable quality, free from defects in materials and workmanship.

9.4 DCSD acknowledges that the Service Provider shall be entitled to rely on the accuracy and currency of information supplied by the DCSD or by any of the DCSD's contractors or consultants, or available from generally accepted reputable sources.

9.5 DCSD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

ARTICLE 10

**OWNERSHIP OF WORK PRODUCT**

10.1 Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed, created, procured or requested by the Service Provider in connection with its performance under this Service Agreement (the "Information") shall be the property of the DCSD. In entering into this Service Agreement, the Service Provider hereby transfers to the DCSD all rights, title, and interest, including the copyright, in and to the Information.

10.2 Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed by equipment vendors or other third parties that relate to the Program shall be the property of the DCSD. This provision shall not act to transfer rights of DCSDs of standard software or specification packages for which copyright is retained by the developer.

10.3 All original technical data, evaluations, reports and other work product of the Service Provider shall be delivered to the DCSD upon the completion, cancellation or termination of Services under this Service Agreement within three (3) business days of such completion, cancellation or termination. The

Service Provider may retain one (1) copy of all documents produced by the Contractor for its permanent file.

#### ARTICLE 11

##### ACCOUNTING AND RECORDS

11.1 The Service Provider shall maintain a system of accounting and record keeping for all Services. Further, the Service Provider will allow the DCSD's inspection of necessary supporting receipts and documentation for audit purposes for a period of six (6) years after completion of Services provided under this Service Agreement.

#### ARTICLE 12

##### COMPLIANCE WITH LAWS

12.1 The Service Provider shall comply with all federal, state and local laws, regulations, ordinances, and DeKalb County Board of Education policies that are in any way applicable to the performance of its Services under this Service Agreement including but not limited to laws governing health, safety, the protection or preservation of the environment, and occupational licensing.

#### ARTICLE 13

##### EQUAL EMPLOYMENT OPPORTUNITY

13.1 The Service Provider will not discriminate against any worker, employee or applicant for employment because of race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. The Service Provider will take affirmative action to ensure that applicants are employed, and that workers are treated during employment, without regard to their race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

#### ARTICLE 14

##### CONTINGENCY FEES

14.1 The Service Provider represents that it has not employed and shall not employ any person other than its own principals and employees to solicit this Service Agreement or any contract with the DCSD, and that it has not and shall not pay any person other than its own principals and employees any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Service Agreement or any other contract with the DCSD

ARTICLE 15

**SUBCONTRACTORS**

15.1 Service Provider shall manage all work and Services performed under this Service Agreement. Upon the DCSD's prior written consent, the Service Provider may subcontract all or part of the Services to be provided. In such event, the rights and obligations of the Service Provider and the DCSD will not be diminished.

15.2 All of the Service Provider's Subcontractors shall be directly responsible to Service Provider and shall be under the Service Provider's direct supervision. The Service Provider shall be as fully responsible and accountable to the DCSD for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by Subcontractors in the performance of Services under this Service Agreement as the Service Provider is for the acts and omissions of persons it directly employs. Other than the DCSD being a third-party beneficiary to any Service Agreement between the Service Provider and its Subcontractors, no other contractual relationship between DCSD and any subcontractor is created by any provision contained in this Service Agreement.

15.3 If the Service Provider utilizes Subcontractor(s) with respect to this Service Agreement then the Service Provider will require Subcontractor(s) to comply with all terms and conditions of this Service Agreement including, but not limited to the insurance requirements. The Contractor shall require all Subcontractors to supply a certificate of insurance as required herein before the Subcontractor commences any work.

ARTICLE 16

**SUCCESSORS AND ASSIGNS**

The Service Provider shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the DCSD. Subject to the provisions of the immediately preceding sentence, each Party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other Party.

ARTICLE 17

**INSURANCE**

17.1 The Service Provider and all Subcontractors shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for Service Provider during the term of this Service Agreement. Prior to the date the Service Provider signs this Service Agreement, the Service Provider shall provide the DCSD with (i) an endorsement from the insurer naming the DeKalb County School District and The DeKalb County Board of Education as an additional insured under the liability policies and (ii) certificate(s) verifying that these insurance coverages and limits are in force. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as the DCSD requests.

17.2 If the Service Provider is a joint venture involving two (2) or more entities, then each independent entity shall satisfy the limits and coverages specified below or the joint venture will be a named insured under each respective policy specified.

17.3 The insurance requirements of this Service Agreement are:

Type of Insurance	Coverage Limits
Workers Compensation	\$1,000,000
Employer's Liability	\$1,000,000 annual aggregate
Comprehensive General Liability Including Contractual Liability, Bodily Injury and Property Damage	\$2,000,000 annual aggregate \$1,000,000 per occurrence
Comprehensive Auto Liability Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos	\$2,000,000 annual aggregate \$1,000,000 per occurrence
Professional Liability	
Umbrella or Excess Insurance	

17.4 The Service Provider waives all rights, including rights of subrogation, against the DCSD and its respective directors, officers, partners, Board Members, officials, agents, insurers, subcontractors, consultants and employees for damages covered by any type of insurance during and after the completion of the Work.

- 17.5 Certificates of Insurance must be executed with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Service Agreement;
  - (b) Certificates to contain the project number, location of property, name of property and operations information to which the insurance applies;
  - (c) Certificates are to be issued to:  
DeKalb County School District  
DeKalb County Board of Education  
1701 Mountain Industrial Blvd.  
Stone Mountain, GA 30083  
Attention: Risk Management Department
  - (d) Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the DCSD.
  - (e) Service Provider shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

**ARTICLE 18**

**ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011**

18.1 The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DCSD Contracts for physical performance of services (i.e. public works contracts).

18.2 Service Provider's compliance is set forth in Exhibit "B". The Service Provider warrants and represents that evidence of the Service Provider and their subcontractor(s)' compliance by completing the following forms is included in Exhibit "B" and incorporated herein as reference:

- (a) Immigration and Security Certification
- (b) Contractor Affidavit
- (c) Subcontractor Affidavit
- (d) Sub-Subcontractor Affidavit

**ARTICLE 19**

**TERMINATION FOR CAUSE**

19.1 Either Party hereto may terminate this Service Agreement upon giving seven (7) days prior written notice to the other Party in the event that such other Party substantially fails to perform its material obligations set forth herein. Any Party seeking to terminate this Service Agreement for cause shall, as a condition precedent to the termination of this Service Agreement, provide the other Party written notice specifically describing its failure to perform its material obligations and allow that Party thirty (30) days after receipt of the notice in which to cure any performance deficiency.

**ARTICLE 20**

**INDEMNIFICATION**

20.1 The Service Provider agrees to hold harmless and indemnify the DCSD, its Board, officers, employees and representatives (herein "Released Parties") from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons, damage to property, or financial loss, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation, defense or prosecution thereof, to the extent caused in whole or in part by a negligent act, error or omission of the Service Provider or any subcontractor(s), or as a result of defective Services under this Service Agreement.

20.2 The Service Provider further agrees to release, indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action inuring to the Service Provider from events over which the Released Parties exercise no control. The Service Provider further agrees to indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action arising out of DCSD's performance under this Service Agreement.

**ARTICLE 21**

**AGREEMENT ADMINISTRATION**

21.1 DCSD and the Service Provider have each appointed certain individuals whose names and phone numbers appear in Article 1 to be their respective representatives in the administration and performance of this Service Agreement. The DCSD's representative shall have no power or authority to change this Service Agreement, or to execute or agree to any change orders. The DCSD may change its representative or declare a designee by written notice to the Service Provider.

21.2 To be binding against the DCSD, and as a condition precedent thereto, any addition, deletion or modification to the terms of this Service Agreement must be in writing and signed by the DCSD.

The Service Provider acknowledges that the DCSD does not, and will not be deemed to, waive this condition precedent under any circumstances.

21.3 Failure of the DCSD or the Service Provider to insist in any one or more instances on performance of any of the terms and conditions of this Service Agreement, or to exercise any right or privilege contained in this Service Agreement or the waiver of any breach of the terms and conditions of this Service Agreement, shall not be considered as creating or constituting a waiver of any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect.

21.4 The Service Provider and the DCSD will adhere to all applicable health and safety laws, rules and regulations including Occupational Safety and Health Administration's ("OSHA") Rules and Regulations effective at the time the work was performed.

21.5 This Service Agreement shall be governed by the laws of the State of Georgia.

#### ARTICLE 22

##### PUBLIC RECORDS

22.1 The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

#### ARTICLE 23

##### FORCE MAJEURE

23.1 The Service Provider will not be responsible or liable in any way for delay or failure to perform its obligations under this Service Agreement during any period which performance is prevented or hindered by conditions reasonably beyond its control, acts of God, fire, flood, and other unusually adverse weather conditions, war, embargo, explosions, riots, laws, rules, regulations and order of any governmental authority.

#### ARTICLE 24

##### CAPTIONS

24.1 The headings in this Service Agreement are for the convenience of the Parties hereto and shall in no way affect the construction or interpretation of this Service Agreement or any part hereof.

ARTICLE 25

ENTIRE SERVICE AGREEMENT

25.1 This Service Agreement constitutes the entire and exclusive Service Agreement between the Parties with reference to the Services and supersedes any and all prior communications, discussions, negotiations, understandings, or Service Agreements. This Service Agreement may be amended only by a writing signed by both the DCSD and the Service Provider. The signature of Service Provider below, represents to DCSD that he/she is duly authorized to execute and deliver this Service Agreement on behalf of Service Provider.

ARTICLE 26

MISCELLANEOUS

c. 26.1 Unless otherwise expressly provided to the contrary in this Service Agreement, the term “day” shall mean calendar day.

d. 26.2 Any claim, dispute or other matter in question arising out of or related to this Service Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Service Provider’s services, the Service Provider may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. The DCSD and Service Provider shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other Party to this Service Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by Service Agreement of the parties or a court order. The Parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Program is located, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

e. 26.3 The exclusive venue for any civil action arising out of or related to this Service Agreement shall be in the federal, superior, or state courts of DeKalb County, Georgia. If any civil action is instituted to interpret, enforce or rescind this Service Agreement, the prevailing party in such lawsuit shall be entitled to recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses of every kind, incurred in connection with the lawsuit.

f. 26.4 If any provision of this Service Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Service Agreement or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Service Agreement shall be valid and enforced to the fullest extent permitted by law.

g. 26.5 This Service Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Service Agreement. A scanned or photocopy of an original signature shall be deemed an original for purposes of this Service Agreement.



DCSD GA Computer Evaluation Services RFP

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26.6 Service Provider, and all personnel of Service Provider, agree to a background check. The Service Provider, and all personnel of Contractor, shall undergo the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the Service Provider. Additionally, any charges against the Service Provider, or personnel, may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the personnel named in the check result, not provide services to DCSD premises. Any failure of the Service Provider, or personnel, to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between Service Provider and DCSD. Confirmation of background checks must be submitted in writing prior to commencement of any services to DCSD to: Ms. Carla Smith, Purchasing Manager III, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

26.7 Service Provider shall obtain prior written approval from DCSD's Department of Communications before the distribution of any news, press release or any marketing materials, by Service Provider, which mentions DCSD, DeKalb County Board of Education, or any of the schools or centers within DCSD, or uses DCSD's logo or trademark. All requests for prior written approval shall be sent to: Communications Department, DeKalb County School District, 1701 Mountain Industrial Blvd., Stone Mountain, Georgia, 30083.

IN WITNESS WHEREOF, the DCSD and the Service Provider, agreeing to the above terms and conditions and intending to be legally bound and each acting through persons duly authorized, have placed their signatures on duplicate original copies of this Service Agreement.

DCSD:

SERVICE PROVIDER:

DEKALB COUNTY SCHOOL DISTRICT

\_Level Data, LLC\_\_\_\_\_

By: \_\_\_\_\_  
[Signature]

By: \_\_\_\_\_  
[Signature] [SEAL]

Dr. Devon Horton, Superintendent Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

1701 Mountain Industrial Blvd  
Stone Mountain, GA 30083

6850 Stadium Dr.\_\_\_\_  
Kalamazoo, MI 49009

\_\_\_\_\_  
[Date of Execution]

\_\_\_\_\_  
[Date of Execution]

**EXHIBIT "A"**

DeKalb County School District RFP No. **24-568**

For

**Computer Program Evaluation Services**

**EXHIBIT "B"**

Service Provider's Proposal including pricing  
and any applicable Scope of Services  
and any applicable Payment and Payment Terms Schedule  
attached except that objections or amendments by the  
Service Provider that have not been explicitly accepted by DCSD in  
Writing In this Service Agreement and Contract shall not be included in  
the Contract Documents Or this Service Agreement and shall be given  
no weight or consideration

**EXHIBIT "C"**

DeKalb County Board of Education Directive

Signed by the Superintendent and dated \_\_\_\_\_

**EXHIBIT "D"**

Notice of Award Letter Dated \_\_\_\_\_



## Attachment J– Signature Page

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### Attachment J RFP 24-568 Computer Program Evaluation Services SIGNATURE PAGE

I certify that I have read this RFP document in its entirety and agree to conform to and comply with the terms, conditions and requirements of this RFP. I also certify that I am a duly appointed official of the offering company with the authority to authorize and engage this RFP submittal. Further, I certify that the contents of the response to this RFP are true, accurate and complete.

\_\_Matthew Wellner\_\_\_\_\_  
Printed Name/Engaging Authorized  
Company Official

\_\_CFO\_\_\_\_\_  
Position/Title

\_\_Level Data, LLC\_\_\_\_\_  
Offeror's Company Name

*Matthew Wellner*  
Signature/Engaging Authorized  
Company Official

\_\_contracts@leveldata.com\_\_\_\_\_  
E-mail address

\_\_269-488-2050\_\_\_\_\_  
Telephone Number

\_\_12/6/2023\_\_\_\_\_  
Date



## Company Profile

### About Level Data

Level Data, LLC, North America’s leading K-12 student data validation and return on investment software provider, serves more than 7 million in student population. The company was established on June 19, 2007 and has been doing business under the Level Data name for the past 16 years. Level Data is a Delaware Limited Liability Corporation - S Corp. Please refer to the included business license for confirmation of company formation.

The company’s corporate headquarters is located at 6850 Stadium Drive, Kalamazoo, MI 49009, with company branches located in both Huntsville, Alabama and Franklin, Tennessee.

Most districts struggle with data quality which influences learning and funding. At Level Data, our mission is to provide simple solutions that deliver data districts can trust so they can lead with confidence and focus on what really matters. Level Data maintains data providing services surrounding data analytics, reporting, and return on investment, for more than 1,700 school districts directly in the U.S and Canada, along with eleven State Departments of Education across the U.S. and all associated districts in those states.

While the privately-owned company is considered small in relation to larger corporations in the industry, Level Data has 125 employees. As for company principals, Gary Fortier serves as Chief Executive Officer and Matthew Wellner serves as Chief Financial Officer.

Level Data has a strong financial standing, as evidenced in the shared financial statements. Level Data is majority owned by BV Investments. Financial backing from [BV Investments](#) provides significant financial strength for the company. “BV partners with entrepreneurs and families to invest in sound businesses and provide them with significant strategic, operating, and analytical assistance.”

### Company Principals

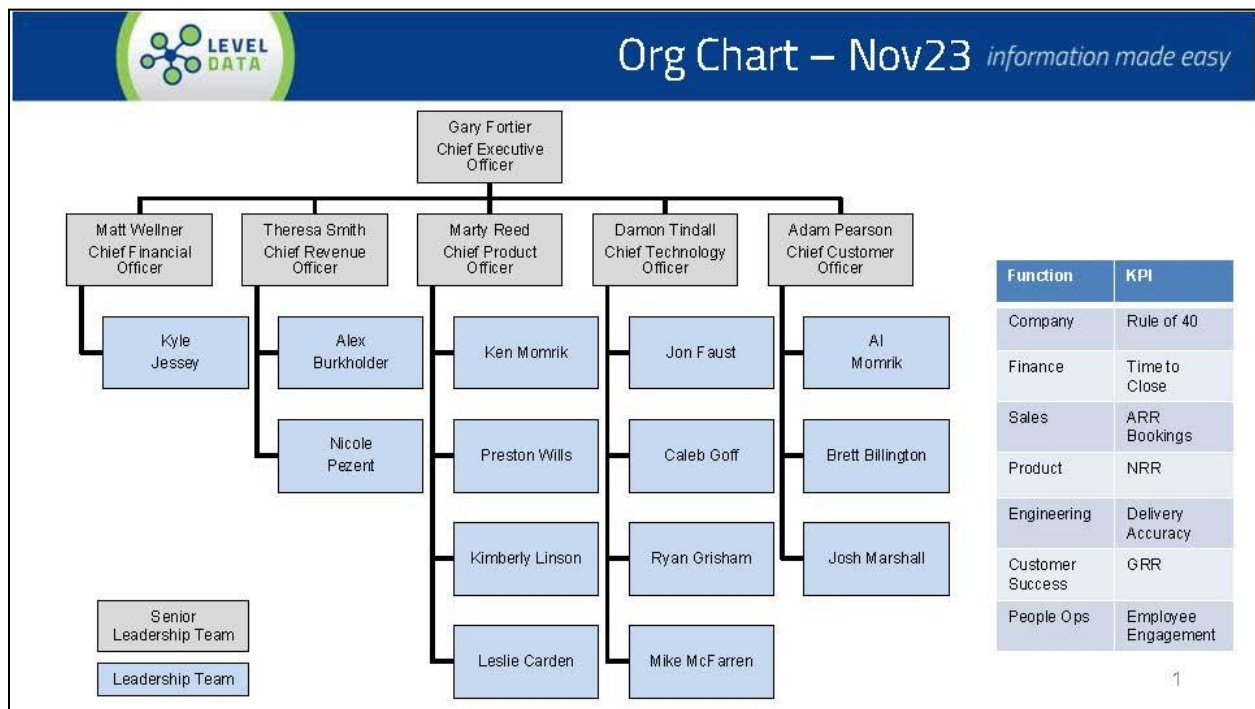
Name	Title
Gary Fortier	Chief Executive Officer
Matthew Wellner	Chief Finance Officer

## Primary Contacts

Name	Title	Phone/Fax	Email Address
Adam Pearson	Chief Customer Officer	866-511-3282	apearson@leveldata.com
Nicole Pezent	Director of Strategic & State Account Management	866-511-3282	npezent@leveldata.com

## Organizational Structure

The following is an organizational chart illustrating the company's structure.





## Personnel Assigned to this Project

The following is a list of management-level employee(s) the firm intends to assign to the project. Experience and certifications can be found in the bios attached below.

Name	Title	Role/Responsibilities for Project
Adam Pearson	Chief Customer Officer	<ul style="list-style-type: none"> <li>• Initiate onboarding and initial implementation</li> <li>• Manage customer success team to ensure a timely delivery of project scope</li> <li>• Enhance overall customer experience</li> </ul>
Marty Reed	Chief Product Officer	<ul style="list-style-type: none"> <li>• Manage project flow for AIM product implementation and other technical needs relating to program evaluation</li> </ul>
Nicole Pezent	Director of Strategic & State Account Management	<ul style="list-style-type: none"> <li>• Manage customer success team to ensure a timely delivery of project scope</li> <li>• Provide theory and approach for product evaluation</li> <li>• Lead project alignment to school improvement</li> </ul>

### *Project Personnel Biographical Summaries*



## Adam Pearson, MSHI

Chief Customer Officer

### Level Data

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- Responsible for the development and coordination of overall corporate strategy
  - Actively conduct industry analysis and strategic planning for the company
  - Evaluate overall customer experience to optimize customer satisfaction
  - Translate industry analysis into systems development life cycle
  - Manage all customer relations and product/service implementation teams
  - Develop strategic alliances within the educational industry
  - Responsible for departmental budget development and analysis
  - Analyze and assess market opportunities for the Company's suite of applications
- 

### Work History

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#### **President of Engineering & Data Science– 2017-2023**

- Responsible for the development and coordination of overall corporate strategy
- Actively conduct industry analysis and strategic planning for the company
- Translate industry analysis into systems development life cycle
- Manage product implementation teams
- Develop strategic alliances within the educational industry
- Responsible for departmental budget development and analysis
- Analyze and assess market opportunities for the Company's suite of applications

#### **Director of Corporate Strategy– 2013-2016**

- Responsible for the development and coordination of overall corporate strategy
- Led the development of a corporate partnership program
- Actively conduct industry analysis and strategic planning for the company
- Translate industry analysis into systems development life cycle
- Routinely communicate company strategy and positioning to investors
- Develop strategic alliances within the educational industry
- Responsible for departmental budget development and analysis

#### **Managing Director– 2009-2013**

- Created vision and direction for company and led it to a successful acquisition
- Successfully deployed the software platform and associated services to 56,000 users
- Actively conduct industry analysis and strategic planning for the company
- Translate industry analysis into systems development life cycle
- Routinely communicate company strategy and positioning to investors
- Develop strategic alliances within the educational industry

## DCSD GA Computer Evaluation Services RFP



- Responsible for departmental budget development and analysis
- Analyze and assess market opportunities for the company's suite of applications
- Perform routine bookkeeping and accounting functions
- Actively participate in product conceptualization and feature development
- Identify new target markets for Student first applications
- Develop quality assurance plan and execute quality assurance program
- Manage product implementation teams
- Coordinate product support team
- Develop overall marketing strategy
- Secured initial Private Placement Offering

**Operations Manager– 2006-2009**

- Participated in strategic planning for the company
- Participated in departmental budget and revenue forecasting
- Conducted software verification and validation testing
- Managed quality assurance team
- Managed Company Human Resources department
- Obtained Federal Drug Administration (FDA) approval for the Company's flagship product, CTC Workstation (FDA#K062229)
- Conducted clinical testing in multiple clinical locations
- Conducted physician training sessions
- Participated in capital placement and development of \$6 million private placement offering
- Conducted investor presentations and product demonstrations

**Information Services II– 2002-2006**

- Successfully implemented the Careflow Electronic Medical Documentation system in 10 clinical specialties servicing 300 physicians
- Managed support team for 1,200 transcriptionists, 300 physicians, and 900 clinical staff
- Managed implementation team for Careflow deployment
- Coordinated business continuity plan development and associated execution
- Participated in Core Clinical system rollout
- Managed clinical training facility and program
- Managed product template development
- Successfully migrated 3,000 users to lightweight Careflow version

**Systems Engineer– 2000-2001**

- Led implementation teams for new clinical facility deployment for Fortune 500 companies
- Managed Tier II support group for 5,000 remote users
- Managed inventory system
- Managed corporate office systems team
- Performed server management and maintenance

**EDUCATION**

- Masters of Science in Healthcare Informatics, University of Alabama at Birmingham
- Certified Professional in Healthcare Information Management Systems (CPHIMS)
- Citrix Systems Certified Administrator (CCA)
- Microsoft Certified Systems Engineer (MCSE)
- Bachelor of Science In Management Information Systems, Auburn University



## Marty Reed

Chief Product Officer

### Level Data

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In 2023 Level Data and RANDA Solutions merged.

Marty is Level Data's Chief Product Officer, directing the current and future products of the combined companies to expand and enhance the product offerings of Level Data.

Level Data has the financial backing of Boston Ventures [Boston Ventures Home Page - Boston Ventures](#)

BV partners with entrepreneurs and families to invest in sound businesses and provide them with significant strategic, operating, and analytical assistance.

### RANDA Solutions

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Marty Reed is the founder and CEO of RANDA Solutions, a leader in education technology state level platforms. He leads the vision and execution for RANDA Solutions and guides an exceptionally talented team of enterprise education system Project Managers, Senior Software Architects, and Developers.

RANDA creates solutions to address inefficiencies in education solutions for states, districts and consortia, resulting in 10X performance improvements. In addition to education, RANDA Solutions has developed solutions in finance and the medical arenas, where massive amounts of data must be managed with precision accuracy.

Beginning in 1999, Marty built a team of professional technologists passionate about moving the needle in the education industry.

Marty was responsible for the analysis and design of the first Teacher Student Data Link (TSDL) system in the marketplace. While continuing to analyze the future of the marketplace, Marty has led RANDA through the many verticals surrounding state education agency architectural challenges to produce market leading solutions in interoperability and portability of Student and Teacher data to maximize the impact of those data on student outcomes.

Most recently, through his leadership, RANDA has developed a six-tier AI data analysis and alignment tool for State Standards, Course Codes, and Credentials, as well as a foundational blockchain architecture for credential publishing.

Marty in a leadership role contributes standards development in IMS Global, IEEE, DIF, and ILR.

**WORK HISTORY**

**Level Data – Nashville, TN 2023 – Present**  
**Chief Product Officer**

**RANDA Solutions - Nashville, TN 2003- 2023**  
**President and CEO / Principal Consultant**

**Reed & Associates – Nashville, TN 2000- 2003**  
**Consultant**

**Secure Alert LLC -. Knoxville, TN 1999 - 2003**  
**IT Manager**

**EDUCATION**

University of Tennessee-Knoxville 1996 – 2000

**INTEROPERABILITY STANDARDS LEADERSHIP**

- IEEE, Technical Architect ILR Workgroup – Open Credential Publisher architect.
- W3C, VC-EDU Complex Credentials Workgroup – convener.
- LifeLong Learner Project, Convener and Architect.
- T3 Innovation Network, LERN Network co-chair.
- IMS Global, Co-chair Comprehensive CLR Specification, CASE Network – contributor, CLR (Comprehensive Learner Record) contributing architect, and OpenBadges contributor.
- Velocity Network Foundation Contributing architect and Board Member
- DIF (Decentralized Identity Foundation) Interoperability Workgroup – contributor.



## Nicole Pezent

Director of Strategic & State Account Management

### Level Data

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- Oversee strategic and state level accounts for business development and implementation
- Actively work with school district leadership to understand strategic goals and objectives
- Facilitate best practices for data analysis with school district leaders
- Analyze and assess market opportunities for the Company's suite of applications
- Responsible for the administration and translation of customer feedback and opportunities to the development organization

### Work History

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#### **VP of School District Improvement & Customer Data Success- 2017-2023**

- Oversee product development, implementation, sales, and customer support teams
- Actively work with school district leadership to understand strategic goals and objectives
- Facilitate best practices for data analysis with school district leaders
- Provide training and support to school districts in continuous improvement process
- Responsible for departmental budget development and analysis
- Analyze and assess market opportunities for the Company's suite of applications
- Routinely communicate company strategy and positioning to investors

#### **Director of Sales- 2013-2016**

- Responsible for the development and coordination of overall corporate sales strategy
- Led the development of a nationwide sales organization
- Actively conduct industry analysis and strategic planning for the company
- Responsible for the administration and translation of customer feedback and opportunities to the development organization

#### **Sales & Implementation Coordinator- 2000-2013**

- Successfully managed state contracts for core SIS system
- Implemented school improvement grants in targeted schools
- Actively conduct industry analysis and strategic planning for the company
- Translate industry analysis into systems development life cycle
- Actively participate in product conceptualization and feature development
- Identify new target markets for software applications
- Develop quality assurance plan and product implementation teams
- Coordinate product support team to align with customer objectives



## Current and Past Experience on Similar Projects

Level Data has a proven track record of success with over seven years in public K-12 Return on Investment evaluations, having worked with districts across the southeast in Georgia, Tennessee, Mississippi, Alabama, Louisiana, South Carolina, and in Illinois. Many of these districts share similar demographic and socio-economic traits as DeKalb County School District, making Level Data a well qualified partner to deliver the requested project for computer program evaluations.

Level Data currently serves school districts ranging from 300 students to over 100,000 students with a recent partnership with The School District of Lee County in Florida. Districts have historically struggled to measure education return on investment internally due to the complex nature of correlating expenditures to student outcomes. School systems have benefited from Level Data's methodology by reevaluating implementation plans related to instructional software, eliminating duplicative purchases coupled with decision analysis resolution exercises to yield the better performing software remains for student outcomes, better organizational alignment of district staff, implementation of processes, and the development and tracking of Key Performance Indicators.

Level Data has the capacity to deliver the requested project to evaluate computer programs for DeKalb County School District from both a human resource and product standpoint. Company leadership, as defined in the included company organizational chart, oversees a team of data specialists, developers, programmers, implementation, customer success team, and trainers. This team will work in partnership with the DeKalb County School District team to provide a turnkey solution through project scoping, data integration, setup, software training, and support. Your implementation team has over 55 years of education data experience. With knowledge and understanding of both return on investment, student data, and student achievement, the DeKalb County School District will benefit from the knowledge and support of the partnership with Level Data.

Level Data is committed to supporting the vision and mission of school districts in each implementation and strives to work with district leadership to carry out their theory for continuous improvement as part of the overall return on investment process. As it relates to this project, DeKalb County School District will be assigned a customer success team for the project, as well as other lead trainers as defined by the training in the agreement. Level Data trainers provide an insurmountable level of experience in school improvement and achievement work combined with student data knowledge, bringing best practices of Education Return on Investment to partnering districts.

Additionally, program experience in conducting technical and data analysis in education, business, software development, and finance is represented collectively through successfully supporting over 200 school districts



## DCSD GA Computer Evaluation Services RFP

implement and sustain continuous improvement in raising effectiveness while eliminating waste. This experience differentiates Level Data from one time program evaluation methods, as the company is equipped to provide innovative solutions to enhance and optimize the delivery and consumption of the data analysis findings, eliminating many of the roadblocks that may be present in a more manual delivery method. Level Data's data analytic tools have consistently proven to identify ineffective spending as well as unmanaged spending resulting from lack of use. The savings and identification of ineffective spending attributed to similar analyses is well over \$145 million and/or increasing student achievement through appropriate alignment of resources.

Level Data has experience evaluating various educational computer programs being utilized currently in districts in the United States. Some of these include but are definitely not limited to BrainPOP, Brainchild, Curriculum Associates - iReady, Curriculum Advantage, NWEA MAP, Renaissance, ENA, BirdBrain Technologies, Renaissance, OdysseyWare, Edgenuity, Edmentum, Cengage Learning, Project Lead The Way, John Baylor Prep, ACT Online Prep, USA Test Prep, Study Island, Imagine Learning, Scantron, IXL, BrainPOP, Professional Development organizations, etc. Additionally, Level Data has experience with non-instructional administrative computer platforms and services that support the overall education mission of school districts, both from an ROI and process perspective.

While identifying computer programs being used in DeKalb County School District and accessing the needed data to perform a program evaluation may be a challenge for some approaches, Level Data's expertise in capturing data from these and other computer programs make the company fully equipped to provide this service to DeKalb County School District.

Examples of similar work are highlighted in our reference districts below:

- Desoto County Schools partners with Level Data on an ongoing basis to identify any ineffective spending as well as optimize funds around instructional needs. As the largest and one of the highest achieving school districts in Mississippi, it is necessary that they continue to raise the bar for students to maintain a high caliber of education for families and communities in Desoto County. Level Data has supported that goal by helping to maximize return on investment & instruction. Level Data has helped Desoto County Schools identify, inventory, and evaluate resources aligned to instructional priorities across the district. Level Data has also been instrumental in helping align return on instruction at the classroom level to ensure resource implementations are helping meet the needs of our students down to specific classroom and subgroups.
- Cherokee County School District has partnered with Level Data to measure and raise return on investment & instruction. Level Data's software solution has helped accomplish this goal by measuring return on investment, determining effectiveness of education programs, as well as return



## DCSD GA Computer Evaluation Services RFP

on classroom instruction. As the end of relief funding approaches, Level Data is helping Cherokee County identify resources with a high return on investment and provide guidance on resources that can be strategically abandoned. Level Data has also been instrumental in helping align return on instruction at the classroom level to ensure classroom grades reflect performance on summative assessments. Cherokee County leaders have shared that they wished they had embarked on this continuous improvement work long ago but are happy to be currently going through the process with the Level Data team.

## Compliance Information

Level Data is registered to do business in the State of Georgia and has provided a copy of our business registration as requested. Individual employee licenses are not required for this contract.

## Litigation Information

The company has had no litigation filed against us in the last 5 years.

The company has never failed to complete a contract or contracts or have defaulted or been declared in default on any contract.

We have had no contracts terminated with or without cause.



## Project Scope of Work

### Introduction to Level Data

Level Data is the leading provider in Education Return on Investment (eROI) analysis. Its suite of software applications capture academic strategy, strategically align tools, resources, personnel, programs, and associated costs to conduct eROI analysis. In collaboration with state and district administrators, a suite of proprietary applications was created to deliver ongoing insights into the educational efficacy of resources, pinpointing exactly where corrective actions will increase the educational return and eliminate ineffective spending.

Level Data's commitment to DeKalb County School District is to help administrators uncover valuable insights into the efficacy of targeted computer products and programs to positively impact student achievement. To accomplish this, Level Data's AIM return on investment platform will capture, manage, and evaluate the effectiveness of selected computer programs and resources in relation to student outcomes.

Level Data's computer program evaluation process helps school district administrators answer questions such as:

- What all do we have to impact student learning? (including district, department specific, school level tools/resources)
- Are students using the resources to the appropriate degree for optimal success?
- Which resources are giving us the greatest return on investment?
- How much did we spend on each resource? Do we have ineffective spending or duplication of resources?

### Level Data's Evaluation Approach

Level Data's work with school districts illuminates core requirements for Education Return on Investment (eROI) to work in a practical educational setting allowing districts to measure the educational effectiveness and impact of district and school programs. Education Return on Investment (eROI) and Usage Return on Investment (uROI) analysis requires student level correlations and strategic alignment to be accurate and relevant. To accomplish this, it is necessary to have a tool to provide these correlations to properly analyze the impact of programs. The platform must combine and correlate disparate data sets out of multiple internal systems across a school district (expenditures, student information system data, student achievement data, program data). Additionally, strategic alignment (objective, goal, measurement, and target audience) must be captured for each item under analysis, as this data typically is not readily available in a school district.



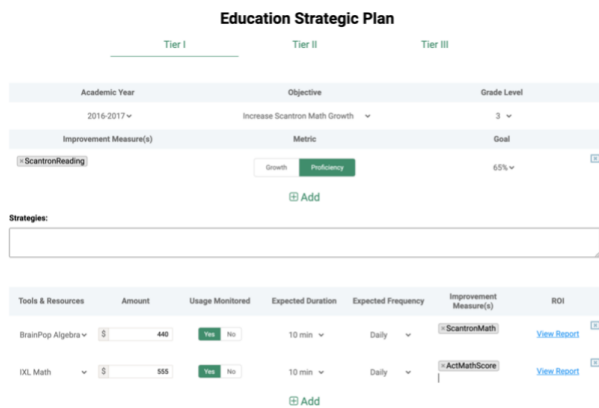
## DCSD GA Computer Evaluation Services RFP

Strategic alignment provides the necessary context to accurately evaluate the efficacy of educational activities based on the desired intent and outcomes.

Level Data’s experts have determined a successful implementation approach consisting of a combination of return on investment software, data analysis, and onsite/virtual meetings. The AIM return on investment platform triangulates data from financials, student demographics, and student achievement, as well as usage/participation data when applicable, to calculate the eROI of each instructional program under analysis. Level Data’s technology securely and seamlessly integrates data and provides integration through a concierge data service, minimizing the workload on district technology staff. Level Data’s team of experts guide school districts through this process to ensure a successful evaluation of programs that lends to greater efficiency and improvements in student achievement.

### Strategic Resource Alignment

Level Data’s proprietary Education Strategic Planning (ESP) module captures the strategic alignment of instructional programs, products, personnel, resources, initiatives and strategies targeting student achievement. The module also captures the intent, goals, and usage expectations of the resource/program. The ESP application:



- Captures the objective of the strategy
- Captures appropriate performance measure, metric, and goal
- Captures the strategic alignment of tools and resources
- Captures the usage/fidelity expectations of each tool and resource

Strategic resource alignment provides the foundation of the Education Return on Investment process. Unless the aforementioned components are documented, eROI analysis loses context and meaning for stakeholders who are responsible for managing and improving eROI. The ESP module allows district and school level stakeholders to automate the correlation of educational programs with student outcomes, taking the evaluation workload off of district staff and minimizing the need to gather or create data to complete the evaluation.

Level Data’s approach to identifying the instructional programs begins with a district Accounts Payable file. By gaining access to all instructional expenditures that have been purchased by DeKalb County School District,

DCSD GA Computer Evaluation Services RFP

Level Data eases the workload and need for DeKalb County School District staff to compile surveys, lists or other means to determine which computer programs the district has in place. This also allows for capturing of any district level, school level, or departmental purchases. The district will have the opportunity to add any additional findings to this list; however, the bulk of the identification process is completed with this step.

**AIM: Education Return on Investment (eROI) Platform**

Level Data’s proprietary AIM application correlates financial, academic data (formative, summative, progress monitoring), student demographic data, and course/class roster information all in one single location to execute Education Return on Investment analysis. AIM has the capacity to evaluate computer programs, personnel, tools and resources in the context of strategically aligned student outcomes and utilization parameters as defined by key education stakeholders. Administrators access visual insights to understand the relationship between educational activities, the budget, and ways to optimize instruction to improve student educational growth.



**Key Functionality**

<p>Correlation Reporting Engine</p>	<p>AIM correlates the alignment of products, programs, personnel, and resources down to the student level (versus the school cost center). This allows AIM to conduct extensive Usage Return on Investment (uROI) and eROI analysis and present findings with drill downs by state, district, school, by grade level, by teacher, by class section, and by student. Without student level correlation, uROI and eROI analysis would be incomplete, inaccurate, and difficult to pinpoint exactly where corrective actions need to be implemented to improve student outcomes.</p>
<p>Multi-Variate Analysis Tools</p>	<p>AIM is a multivariate platform. The platform is capable of capturing, layering, and evaluating multiple data points in isolation or in conjunction to analyze variables and influencers on student outcomes.</p>



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Disparate Expenditures	Level Data will gather all financials associated with the performance evaluation. AIM disaggregates each expenditure to a per student expenditure and also groups expenditures in order to provide “whole cost” analysis for projects with stated objectives.
Strategic Resource Alignment- Impact Area & Objective Analysis	Level Data’s AIM platform captures, aligns, and correlates student achievement activities into impact areas and strategic objectives. Each area correlates associated costs, measurements, and three forms of ROI analysis. District administrators can easily view across the district down to the individual school level the strategic alignment of these activities and the educational impact or down to the student level. The analysis may be filtered down by a variety of factors including but not limited to course/class section, grade level, funding source, etc, and quickly unearths misalignments between spending and strategic objectives.
Resource Impact Report	AIM allows administrators to view the impact of resources identified on the strategic resource alignment module. The report includes the allocated cost, % of students meeting the fidelity threshold, ineffective spend and overall education impact. Education impact is evaluated on students meeting fidelity/receiving exposure versus those that are not. From the resource impact report, district or school administrators can document recommended actions for continuous improvement plans, as well as for evidence for the use of federal funds.
Dynamic Student Level Correlations	AIM allows administrators to dynamically correlate independent or multiple variables down to the student level. Each correlation may be modified in real time for dynamic analysis, review, and refinement.
Academic, Financial, and Student Information Onboarding	<p>Following the execution of a MOA (Memorandum of Agreement), Level Data will obtain data access to gather student academic data, associated with curriculum, and student information system data through direct integration or secure upload. A Level Data representative will work directly with a designated DeKalb County School District representative to obtain relevant education financial expenditures.</p> <p>Academic</p> <ul style="list-style-type: none"> <li>● AIM allows the inclusion of state accountability, formative, and progress monitoring data as performance measures</li> </ul> <p>Financial</p> <ul style="list-style-type: none"> <li>● AIM allows the inclusion of financial data either input directly into the system or ingested from financial accounts payable files</li> </ul> <p>Student Information:</p>



DCSD GA Computer Evaluation Services RFP

	<ul style="list-style-type: none"> <li>• AIM ingests student demographic data to help administrators identify insights by particular subgroups of interest</li> <li>• AIM ingests student course and roster information to let administrators analyze eROI insights by school/teacher/grade/section/subgroup</li> </ul>
Dynamic Context Tagging	AIM allows the creation of custom tags for expenditures, students, and measurements. These tags may be applied dynamically for use in eROI analysis.
Longitudinal Data Correlations	AIM allows districts to look at different variables across multiple years to determine the longitudinal impact of the variables. This provides administrators the ability to review the impact of numerous variables regardless when they were implemented and/or expected eROI timeframe.
Dynamic eROI Analysis Calculations by Benchmark, Growth Goal, & Learning Gains	The AIM software platform generates eROI analysis from the collected data sets including financials, student achievement, and participation to calculate the eROI of the instructional tool being deployed. The AIM platform allows dynamic correlations between the strategic alignment of resources and the eROI calculations based on the information captured within the ESP module. The eROI may be calculated by benchmark (proficiency), growth goal, and learning gains. Goals may be specific to schools/grade levels allowing schools to measure against continuous improvement targets.
Evaluate eROI by grade level, school, teacher, subgroup, student, vendor, resource, or strategy	Student level correlations allow AIM to conduct extensive uROI and eROI analysis to present findings with drill downs by district, by school, by grade level, by teacher, by subgroup, by class section, by vendor/resource/strategy and by student.

*Scope of Services*

- **Identify strengths and weaknesses in purchased computer applications.**

Level Data’s SaaS approach provides an objective evaluation highlighting strengths and weaknesses in educational computer applications. Level Data evaluates the effectiveness of the selected computer programs in the context of student outcomes. Existing district performance measures such as summative, benchmark, and formative assessments will be identified as key performance indicators to measure the academic efficacy of the programs, eliminating the need to create new measurements or implement additional assessments.



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Performance measures will be aligned with accountability, providing evidence-based data to guide future decisions on both instructional offerings as well as budget optimization.

Level Data's insights are analyzed across schools, grade levels, classrooms, and subgroups, providing an easy method to determine exactly where programs are or aren't being successful for students. By evaluating each resource down to these granular levels based on student performance, district administrators gain an understanding of each program's curriculum alignment by subject area and grade span to understand each program's strengths and weaknesses as it relates to the impact on student achievement.

- **Identify successful programs and resources, and areas needing improvement.**

The success of programs and resources hinges on the proper use and implementation of those resources alongside classroom instruction. Level Data's reports not only highlight gaps in alignment in relation to academic accountability, but also identify areas needing improvement, such as the fidelity of implementation of the selected resources across campuses and classrooms.

The usage ROI (uROI) highlighted in Level Data's ROI resource report provides administrators with a clear understanding of where and how each program is being implemented, providing breakdowns by grade level, campus and down to each classroom to help determine areas needing improvement in relation to implementation fidelity. Level Data's uROI reports show exactly which classrooms are or are not implementing programs to fidelity and how that is contributing to student success. Not only will this help the DeKalb County team evaluate their programs but it also provides an ongoing method for managing and monitoring expectations with staff which is essential for continuous improvement.

- **Identify resources that are and are not being allocated efficiently.**

Because Level Data's AIM platform correlates instructional spending on programs to student outcomes, it highlights resource allocation efficiency. Level Data's approach ingests instructional spending from the accounts payable file as part of the program evaluation process, delivering insights on allocated cost per program, underutilized spend, as well as education return on investment (eROI) measures.

Data insights from the ROI resource report guide administrators on where allocations can be optimized, adjusted, or repositioned to ensure increased efficiency and to maximize every dollar being spent on instructional resources. Level Data's ROI resource report highlights whether the issue may be program effectiveness or if the issue is lack of fidelity with the intended plan of implementation.

An instructional evaluation alone may be too narrow, as programs may be duplicated or ineffective in relation to the associated costs that have been allocated to programs. Level Data's evaluation approach captures resource spending and identifies students in need through the return or instruction reporting, providing a holistic view to resource efficiency.



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- **Generate valuable data that can be used to identify evidence-based best practices.**

Level Data’s evaluation process helps guide instructional decisions with supporting evidence to ensure success for the students of DeKalb County School District. Level Data’s insights provide the analysis from both an instructional and financial lens, allowing for more meaningful cross-departmental collaboration and decision making on resource allocation. Districts can be confident in their ability to make these decisions as the data is provided as an objective measure of success.

By combining financial and instructional data, the administrative team will have evidence to show exactly where programs are or aren’t working for the actual students being served by DeKalb County School District, allowing for more meaningful cross-departmental collaboration and decision making on resource allocation. When determining which programs to sustain or discontinue, districts can be confident in their ability to make these decisions in the strategic abandonment process with accurate, comprehensive information..

To accomplish this, Level Data’s Impact Analysis Reporting feature allows districts to see the ROI of each curriculum expenditure in isolation or in aggregate by strategic objective. ROI is expressed in three primary ways: Categories are Distribution, Effect Size, and eROI. Each category shows the impact in a percentage format but will also provide the user the ability to drill down to the raw student data. The Distribution section shows which students were exposed to the variable(s) and breaks down which students responded positively or negatively to the variable(s). This analysis allows administrators to drill down to the individual student level to identify areas for improvement. The Effect size analysis shows to what degree the students responded to the variables (Did the student grow, stay the same, or decline?). This analysis displays the effect size and average scores across the entire student population in addition to the population of students that gained, declined, or stayed the same. The ROI section shows the total amount spent on the variable(s) under analysis return or loss based on the impact on student achievement.

- **Offer recommendations that will inform future program development and implementation.**

Level Data will provide actionable data insights to inform future program decisions and implementation needs to help guide district and school administrators to more successful implementations of instructional programs. Data insights will be delivered in multiple formats, including through the ROI reports within the platform and also presented during eROI summary data meetings with identified members of the DeKalb County School System team.

During ROI data summary meetings, Level Data’s data analysts present back findings from the analysis to help ensure that district leaders are equipped with evidence-based best practices to carry out next steps for future program development and implementation. Presentations may include recommendations on areas where program implementation can be improved, redirected, or expanded into other areas based on how well the program implementation is contributing to student success.



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Level Data's SaaS approach provides an ongoing evaluation of educational resources through the return on investment process, which provides additional benefits over a one-time program evaluation. Once strengths and weaknesses are identified in purchased computer applications, it is imperative that the impact of student success continues to be measured each year. In order to ensure equitable access and implementation, districts should measure usage and fidelity of implementation down to the classroom level on an ongoing basis, which can be very challenging without the proper tool to measure the data for multiple educational programs. Level Data's AIM platform provides the means to accomplish an ongoing measurement with current students. As demographics and learning abilities change, districts must continue to analyze impact and effectiveness for current students.

- **Ensure compliance with education laws and regulations, reducing legal risks for the school district.**

Level Data's expertise in data security protocols equips the project management team to support the creation and guidance of Memorandum of Agreement/Data Governance policies for DeKalb County School District. This will help standardize data sharing processes with third party vendors and providers to ensure responsibility and compliance with education laws and regulations.

- **Reveal disparities in program outcomes among different student populations, helping districts address issues of equity and fairness.**

Level Data supports the vision of DeKalb County School District to ensure student success, leading to higher education, work, and life-long learning. Level Data's AIM return on investment platform will help district leaders ensure students are receiving equitable access and benefiting from effective instructional resources, while revealing disparities for specific subpopulations to help enforce greater levels of equitable services for ALL students within the district.

Level Data's AIM platform provides districts the option for customized cohorts and subgroups, allowing any program to be evaluated for student subpopulations including but not limited to Special Education, English Language Learners, MTSS groups (tiered groups), free/reduced lunch, etc. By allowing a multi-layer approach to evaluations, districts can gain insights that help inform best practices for equity across all student populations.

- **Identify areas where programs can be improved, refined, or expanded to better serve the needs of students, teachers, and the community.**

Level Data's AIM platform identifies which resources are working for student success. Reports not only highlight strengths or gaps in alignment in relation to academic accountability, but also identify areas needing improvement such as the fidelity of implementation of resources across campuses and classrooms.

This data will guide next steps for continuous improvement on whether computer programs should be continued in the current state, expanded to more students, or discontinued altogether. In addition, this data highlights areas where implementation plans may need refining, or if there is simply a need to reset staff



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expectations as part of the continuous improvement process. Level Data’s process highlights valuable data and best practices for successful implementations of the most effective programs ensuring that the needs of students are being met in the classrooms.

Teachers will also benefit from this data as the DeKalb County team will be able to help teachers understand what is most impactful for students and eliminate the need for teachers to choose from hundreds of different resources. Upon completion of this process, teachers will have the most effective tools in their instructional toolkit to better support their students. Furthermore, stakeholders and community members will be assured that DeKalb County School District practices fiscal responsibility and puts community and tax-payer funds into resources that are most effective for students.

- **Help ensure that taxpayer funds are being used effectively by providing an objective assessment of how well programs are meeting their intended goals.**

Level Data’s AIM platform helps school districts maximize their resources including funding and time spent on the implementation of programs throughout the district. To accomplish this, Level Data’s AIM platform disaggregates each expenditure to a per student expenditure and also groups expenditures in order to provide “whole cost” analysis for projects with stated objectives. The AIM platform highlights the amount of and exactly where ineffective spending exists from an eROI and uROI perspective, providing administrators with actionable information to impact district budgets and finances. Elimination of ineffective spending drives student outcomes as these funds are recycled back into higher yielding resources.

By completing an eROI analysis with Level Data, DeKalb County School District can ensure taxpayer dollars are being spent effectively to maximize resources for student success. Level Data’s eROI analysis provides district leaders the opportunity to maximize ineffective or duplicate resources as it relates to instructional spending. Education Return on Investment (eROI) data provides evidence for the use of various funding sources to include but not limited to ESSA requirements for federal funds, relief funds, or district funding. Fiscal accountability is critical as districts prepare for the end of relief funds. As the reduction in funds approaches, Level Data’s insights will help guide decisions on what to sustain or strategically abandon, empowering district leaders to maximize every dollar spent. Stakeholders from staff, parents, board members, and community members will rest easy knowing that district leadership is actively pursuing fiscal responsibility and greater efficiency with district funds.

- **Provide facilitation, consultation and materials that engage the Accountability and Continuous Improvement department in each phase of the process. On a weekly basis at a minimum.**

To ensure a successful evaluation process, Level Data provides implementation support through both project management and customer success. Project management will ensure the project milestones are met, while the customer success team will guide the overall success through use of the findings through best practices and support. At a minimum, Level Data agrees to provide weekly facilitation, consultation and materials to



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the Accountability and Continuous Improvement department throughout each phase of the process. A full description of the implementation & onboarding process and training & support plan can be found below.

Our project management plan includes the following: organizational alignment, feasibility, contingency plans, constraints, detailed work schedule, milestones, risk management, communication, deliverables, human and material resource requirements, and approval. The constraints within our plan are identified in three ways; non-issue, issue, critical issue. Using these identifiers, we will deploy our contingencies to overcome any obstacles that may arise during the project.

### *Implementation & Onboarding Process*

The Level Data implementation process begins with the execution of a Memorandum of Agreement between Level Data and the partnering school district to ensure proper protocols are executed to maintain the confidentiality of DeKalb County School District student data. A detailed Memorandum of Agreement outlining procedures taken by Level Data to maintain data security can be found below. Additionally, more documentation surrounding security protocols can be found in Level Data's [Privacy Pledge](#) or [Privacy Policy](#). Level Data is also willing to execute the DeKalb County School District's data governance policy if preferred.



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**Level Data, LLC**  
**Memorandum of Agreement (MOA)**

**THIS MEMORANDUM OF AGREEMENT**, executed and effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Level Data, LLC, a corporation organized and existing under the laws of Michigan (the "Service Provider"), and DeKalb County School District (the "Customer"), a public-school system organized and existing under the laws of the state of Georgia; recites and provides as follows.

**Definitions**

**"Authorized Employees"** means the Service Provider's employees who have a need to know or otherwise access Personal Information to enable Service Provider to perform its obligations under this Agreement.

**"Authorized Persons"** means (i) Authorized Employees; and (ii) Service Provider's contractors, agents, outsourcers and auditors who have a need to know or otherwise access Personal Information to enable Service Provider to perform its obligations under this Agreement, and who are bound in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Agreement.

**"Parents"** means the parent or legal guardians of Customer's current or potential students.

**"Personal Information"** means information provided to Service Provider by or at the direction of the Customer, or to which access was provided to Service Provider by or at the direction of Customer, in the course of Service Provider's performance under this Agreement that: (1) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, health data, answers to security questions and other personal identifiers), in case of both subclauses (i) and (ii), including, without limitation, all Highly-Sensitive Personal Information capable of uniquely identifying an individual. Customer's business contact information is not by itself deemed to be Personal Information.

**"Highly-Sensitive Information"** means an (i) individual's government-issued identification number (including social security number, driver's license number or state-issued identified number); (ii) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account; or (iii) biometric or health data.

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**"Federal Family Educational Rights and Privacy Act" (FERPA)** is a Federal law that protects personally identifiable information in students' education records from unauthorized disclosure. The FERPA statute is found at 20 U.S.C. § 1232g, and the FERPA regulations are found at 34 CFR Part 99.

**"Directory information"** means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. (34 CFR § 99.3)

**"Educational Records"** means those records that are: (1) directly related to a student; and (2) maintained by an educational agency or institution, or by a party acting for the agency or institution. (As defined by the Family Educational Rights and Privacy Act, See 34 CFR § 99.3)

**"School Official"** means a contractor to whom an agency has outsourced institutional services or functions and is subject to the requirements of § 99.33 governing the use and redisclosure of personally identifiable information from education records under FERPA.

**"Security Incident"** means (i) any act or omission that materially compromises either the security, confidentiality or integrity of Personal Information or the physical, technical, administrative or organizational safeguards put in place by Service Provider (or any Authorized Persons) that relate to the protection of the security, confidentiality or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy practices of Service Provider (or any Authorized Persons) or a breach or alleged breach of this Agreement relating to such privacy practices.

**Recitals**

The Company and the Service Provider are parties to certain agreements associated with the Customer's purchase of Level Data's Software as a Service education return on instruction product. These agreements shall include the commitments made by Level Data. Hereafter, these shall be referred to collectively as the "Agreement." In connection with the execution and delivery of the Agreement, the parties wish to make this Memorandum of Agreement (MOA) a part of the original Agreement in order to clarify and/or make certain modifications to the terms and conditions set forth in the original Agreement.

In addition to establishing other security conditions, this Agreement is intended to ensure compliance with the Family Educational Rights and Privacy Act (FERPA) and with the Data Governance Policy of DeKalb County School District. Upon acceptance of this Agreement, DeKalb County School District shall designate the Service Provider as an entity acting for the Customer in its performance of functions that a Customer employee otherwise would perform, or School Official.

In the performance of these functions, the Service Provider may be provided with or be granted access to certain Personal Information of its students and parents as well as certain Educational Record of its students. The classification of any student information as Directory Information by DeKalb County

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School District shall not disqualify the information from the protections intended by this MOA.

The Term of Agreement shall be considered to begin when the use of Company services begin, including the set-up of any software connections for the processing of Personal Information or Customer information. The Term of Agreement shall end when all use of the Service Provider services cease or upon notice from DeKalb County School District to Service Provider that services are no longer required or that Service Provider is no longer authorized to act as a School Official on its behalf. The non-disclosure obligations of the Service Provider regarding Personal Information shall survive termination of the Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the parties agree as follows.

### Agreement

The following provisions shall be deemed to be included in the Agreement.

#### 1) Confidentiality Obligations.

- (a) The Service Provider hereby covenants and agrees that it shall maintain, in strict confidence and trust, all Personal Information.
- (b) Service Provider shall not share Personal Information with any third party that is outside the intended purpose of those services purchased by the Customer.
- (c) Regardless of any such provisions found in the Agreement, the Service Provider hereby agrees that it shall not utilize its services, its access to Personal Information, or any other information collected by the Service Provider in the execution of delivering Services, for any purpose other than providing contracted services.

#### 2) Standard of Care.

- (a) Service Provider acknowledges and agrees that, in the course of its engagement by Customer, Service Provider may receive or have access to Personal Information. Service Provider shall comply with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of such Personal Information and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Personal Information under its control or in its possession by all Authorized Employees. Service Provider shall be responsible for, and remain liable to, Customer for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of Personal Information as if they were Service Provider's own actions and omissions.

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- (b) Personal Information is deemed to be Confidential Information of Customer and is not Confidential Information of Service Provider.
- (c) In recognition of the foregoing, Service Provider agrees and covenants that it shall:
  - (i) keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;
  - (ii) use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Service Provider's own purposes or for the benefit of anyone other than Customer, in each case, without Customer's prior written consent; and
  - (iii) not, directly or indirectly, disclose Personal Information to any person other than its Authorized Employees/Authorized Persons, including any, subcontractors, agents, outsourcers or auditors (an "Unauthorized Third Party"), without express written consent from Customer unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law, in which case, Service Provider shall (i) use best efforts to notify Customer before such disclosure or as soon thereafter as reasonably possible; (ii) be responsible for and remain liable to Customer for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Personal Information as if they were Service Provider's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this Agreement relating to the treatment of Personal Information.

**3) Information Security.**

- (a) Service Provider represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information does and will comply with all applicable federal and state, and, if applicable, foreign privacy and data protection laws, as well as all other applicable regulations and directives.
- (b) Without limiting Service Provider's obligations under Section 3(a), Service Provider shall implement administrative, physical and technical safeguards to protect Personal Information that are no less rigorous than accepted industry practices and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

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- (c) If, in the course of its engagement by Customer, Service Provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, Service Provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Service Provider's sole cost and expense.
- (d) At a minimum, Service Provider's safeguards for the protection of Personal Information shall include:
- (i) limiting access of Personal Information to Authorized Employees/Authorized Persons;
  - (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability;
  - (iii) implementing network, device application, database and platform security;
  - (iv) securing information transmission, storage and disposal;
  - (v) implementing authentication and access controls within media, applications, operating systems and equipment;
  - (vi) encrypting Highly-Sensitive Personal Information stored on any mobile media;
  - (vii) encrypting Highly-Sensitive Personal Information transmitted over public or wireless networks;
  - (viii) strictly segregating Personal Information from information of Service Provider or its other customers so that Personal Information is not commingled with any other types of information;
  - (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and
  - (x) providing appropriate privacy and information security training to Service Provider's employees.

**4) Security Incident Procedures.**

- (a) Service Provider shall:
- (i) provide Customer with the name and contact information for an employee of Service Provider who shall serve as Customer's primary security contact and shall be available to assist Customer in resolving obligations associated with a Security Incident;
  - (ii) notify Customer of a Security Incident as soon as practicable, but no later than thirty-six (36) hours after Service Provider becomes aware of it; and

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(iii) notify Customer of any Security Incidents by telephone and a copy by e-mail to Service Provider's primary business contact within Customer.

(b) Immediately following Service Provider's notification to Customer of a Security Incident, the parties shall coordinate with each other to investigate the Security Incident with Service Provider's standard policies and procedures.

(c) Service Provider shall take reasonable steps to immediately remedy any Security Incident and prevent any further Security Incident at Service Provider's expense in accordance with applicable privacy rights, laws, regulations and standards.

(d) Service Provider agrees that it shall not inform any third party of any Security Incident without first obtaining Customer's prior written consent, other than to inform a complainant that the matter has been forwarded to Customer's legal counsel. Further, Service Provider agrees that Customer shall have the sole right to determine: (i) whether notice of the Security Incident is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in Customer's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

(e) In the event of any Security Incident, Service Provider shall promptly use its reasonable efforts to prevent a recurrence of any such Security Incident.

**5) Oversight of Security Compliance.**

Upon the Customer's written request, to confirm compliance with this Agreement, as well as any applicable laws and industry standards, Service Provider shall promptly and accurately complete a written information security questionnaire provided by Customer or a third party on the Customer's behalf regarding Service Provider's business practices and information technology environment in relation to all Personal Information being handled and/or services being provided by Service Provider to Customer pursuant to this Agreement. Service Provider shall fully cooperate with such inquiries. Customer shall treat the information provided by Service Provider in the security questionnaire as Service Provider's Confidential Information.

**6) Return or Destruction of Personal Information.**

At any time during the term of this Agreement at the Customer's written request or upon the termination or expiration of this Agreement for any reason, Service Provider shall, and shall instruct all Authorized Persons to, promptly return to the Customer all copies, whether in written, electronic or other form or media, of Personal Information in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to the Customer that such Personal Information has been returned to Customer or disposed or anonymized of securely. Service

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Provider shall comply with all reasonable directions provided by Customer with respect to the return or disposal of Personal Information and anonymize any required evaluation or operational data retained by Service Provider.

**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized officers effective as of the date first written above.

**Level Data, LLC**

**DeKalb County School District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



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Once the Memorandum of Agreement is executed, the Level Data implementation customer success team will schedule a kickoff meeting. The Level Data customer success team will work with appropriate district personnel to set up the onboarding process, outline goals and objectives, and establish communication protocols with key stakeholders.

Level Data's technology securely and seamlessly integrates data and provides integration through a concierge data service, minimizing the workload on district technology staff. Onboarding begins with identification of required data sets including student information, resource/program data, accounts payable and student achievement data. Please see below for descriptions of onboarding process and the data collection process:

- Student Information System Onboarding

Following the execution of a MOA, DeKalb County School District will provide Level Data with the appropriate secure and trackable data access points to DeKalb County School District student information system data for integration. Level Data will identify the best format for data transfer via integration, secure file upload, or through administrative access as needed. Upon receipt of access, Level Data staff will import student information system data into AIM. AIM ingests student demographic data to help administrators identify insights by particular subgroups of interest. AIM ingests student course and roster information to let administrators analyze eROI insights by school/teacher/grade/section.

- Accounts Payable Onboarding

The financial onboarding process is executed with accounts payable data export provided by DeKalb County School District. A Level Data representative will work directly with a designated DeKalb County School District representative to obtain financial expenditure files which will then be imported by Level Data staff for the correlation process to begin. AIM allows the inclusion of financial data either input directly into the system or ingested from financial accounts payable files.

- Student Achievement/Academic Performance Measure Onboarding

Following the execution of a MOA, DeKalb County School District will provide Level Data with appropriate secure and trackable data access to begin the process of gathering student academic data, associated with district performance measures and assessments, as well as curriculum and instructional resources. Level Data sets up data integration for these tools through automatic upload, third party integration, and/or with provided administrative access accounts as needed. AIM allows the inclusion of state accountability, formative, and progress monitoring data. Level Data staff will import student achievement data into AIM.

Upon receipt of the above mentioned data access, Level Data staff will set up the AIM site and import data for DeKalb County School District.



### Level Data Training & Customer Support Model

Level Data provides a combination of both virtual/in person training opportunities based on district needs as part of the scope of the project. Following the onboarding of data, initial setup/training is scheduled with the district point of contact to ensure understanding of the capabilities of the platform, proper alignment for eROI initiatives and resources, and navigation of the platform.

In addition, ongoing customer success support will be provided to DeKalb County School District as part of the evaluation process. Weekly touchpoints will be made with the Accountability and Continuous Improvement department. Delivery will include but is not limited to weekly calls, meetings, online support, and summary emails. The weekly touchpoints will update progress of implementation, highlight any roadblocks, and provide next steps and status updates with the Accountability and Continuous Improvement department.

Level Data will provide the Accountability & Continuous Improvement department with appropriate documentation, modules, and training resources, as well as support through in-person training as designed within the agreement, as well as online support to include video tutorials, live video sessions for additional support as needed, and documentation. Level Data also sets up saved reports within the AIM platform and shares them to appropriate AIM users, as another method of reducing workload of the DeKalb County School District and providing needed data to support data driven decision making.

Training Components are described below:

- Strategic Impact Area and Objectives Scoping Meeting

The Level Data onboarding process begins with a project scoping meeting to determine a clearly defined plan of timeline, expectations, and roles for a successful implementation. The scoping meeting with district personnel includes an overview of the solutions and values provided to the DeKalb County School District team, as well as the alignment process for identification of district strategic impact areas on which the district seeks to focus spending and improvement efforts. During this process, the alignment of student achievement activities into impact areas and strategic objectives is set up within the AIM platform. Each area correlates associated costs, measurements, and three forms of eROI analysis.

- AIM Functional Training

Functional software training is provided as part of the implementation to ensure understanding of platform capabilities and user navigation of the platform. Functional training is scheduled with the district point of contact to ensure understanding of the capabilities of the platform, proper alignment for eROI initiatives and resources, and navigation of the platform.

- Software Support



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Ongoing software support will be provided to DeKalb County School District as part of the annual software license. Support includes phone, email, and online support for DeKalb County School District staff. Not only will Level Data provide appropriate documentation, modules, etc. with training resources, as well as support through in person training as designed within the agreement, as well as online support to include video tutorials, live virtual sessions as needed, and other documentation. Level Data also creates various saved reports within the platform and shares them to appropriate AIM users, as another method of reducing workload of the DeKalb County School District and providing needed data to support data driven decision making.

- Strategic Resource Alignment

Strategic alignment (objective, goal, measurement, and target audience) must be captured for each item under analysis as this data typically is not readily available in a school district. Resources are strategically aligned through the Strategic Resource Alignment process and module. Expenditures on district resources such as products, programs, services, and positions are aligned to intended users, expectations for usage fidelity, and appropriate performance measures. The AIM platform provides dynamic correlations of the alignments as a result of the plan captured within the ESP module.

- eROI Evaluation

AIM evaluates tools and resources in the context of strategically aligned student outcomes and utilization parameters as defined by key education stakeholders. For the instructional analysis Level Data will utilize the AIM software platform to conduct eROI analysis from the data sets collected. The AIM platform triangulates data from financials, student achievement, and participation to calculate the eROI of each instructional tool being deployed. This data is then compared across the Level Data database, as well as with data from within DeKalb County School District to determine the effectiveness of each resource. This platform will measure desired resources based on access being provided to applicable data.

- eROI Professional Learning Updates

Level Data recommends the option for professional learning updates to support the implementation of the AIM platform. Suggested mid year and end of year updates support the eROI data implementation through eROI executive data summaries. These summaries are provided through professional learning sessions with district and school administrators and can be delivered virtually or onsite. Suggested attendees are district administrators and school administrators as determined by the district. Administrators access visual insights to understand the relationship between educational activities, the budget, and ways to optimize instruction to improve student educational growth. Level Data provides best practices, recommendations, and insights based on the eROI data analysis to allow optimal understanding of how to utilize the eROI data.



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In addition to the designated customer success team, the following individuals serve as primary project contacts and may be reached in case of emergency or for services needed after hours, holidays, or weekends if needed. Please contact (269) 488-2040 or send an email to [helpdesk@leveldata.com](mailto:helpdesk@leveldata.com) or reach one of the contacts below.

Contact	Title	Emergency Support Phone	Email
Marty Reed	Chief Product Officer	(269) 488-2040	mreed@leveldata.com
Adam Pearson	Chief Customer Officer	(269) 488-2040	apearson@leveldata.com
Nicole Pezent	Director of Strategic & State Account Management	(269) 488-2040	npezent@leveldata.com

- **Develop a timeline for planning and execution of the Computer Program Evaluation Services process.**

The following is a suggested timeline for planning & execution of the computer program evaluation services process, followed by a description of each project deliverable. Timeline will be revisited following the bid award date and agreed upon by both parties.

Deliverable	Suggested Timeframe
Pre-Implementation Meeting, Initial Data Gathering & Setup	January 2024
Level Data AIM Education Return on Investment Platform Reporting Access	January 2024- June 2024
Kickoff Meeting	January 2024
Onboarding/Data Gathering	Late January/ February 2024
Weekly Touchpoint	Ongoing
Level Data AIM Functional Training	February 2024
eROI Executive Summary Data Meetings	End of school year



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- Level Data AIM Education Return on Investment Platform Reporting Access: Access provided to AIM platform capable of capturing and managing the Return on Investment for instructional resources.
- Data Gathering: Remote data gathering assistance, integration and uploads of datasets. Data is automatically imported into AIM by Level Data. All data is uploaded, integrated and accessed through secure and compliant portals.
- Kickoff Meeting: Scoping of project with timeline creation, overview of process and implementation, calendar planning, strategic alignment of objectives and goals, how to get the most from your Academic Resource Management System.
- Weekly Touchpoint: Weekly touchpoints will be made with the Accountability and Continuous Improvement department. Delivery will include but is not limited to weekly calls, meeting, and summary emails. Weekly touchpoint will update progress of implementation, highlight any roadblocks, and provide next steps and status updates with the project's point of contact from Accountability and Continuous Improvement department to ensure success.
- Level Data AIM Functional Training: Hands-on, platform navigation, functional training. Onsite sessions limited to 15 participants per session. \* Training must be scheduled in one day increments.
- eROI Executive Summary Data Meetings: Periodic executive summary meetings with cabinet and/or participants to be determined by the client to discuss eROI data insights, ensure continued progress in implementation, and share best practices for improvement. Sessions to be scoped as part of agreement.

Sample documents for tracking project scope and training manual can be found below.

- A sample project scoping document is attached below for tracking major timeline events and next steps from kickoff meeting, as well as major milestones for the project.



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District Name: *(completed on completion of sale)*

<b>Buyer(s) Name:</b>	<b>Contact Info:</b>
<b>Point of Contact(s) Name + Info/Role:</b>	
<b>Order Date:</b>	<b>Contract Amount (broken down by product/service):</b> <ul style="list-style-type: none"> <li>• License:</li> <li>• Setup:</li> <li>• Training/PD:</li> </ul>
<b>Billing Date:</b>	<b>Number of PD days:</b>
<b>PO:</b>	<b>Website:</b>
<b>License Start Date:</b>	<b>Enrollment:</b>
<b>Renewal Date:</b>	<b>Number of Schools:</b>
<b>Renewal Amount:</b>	<b>Number of title schools:</b>
<b>Key Metrics for Success/Goals For Implementation:</b>	
<b>Data:</b> <ul style="list-style-type: none"> <li>• Accounting:</li> <li>• SIS:</li> <li>• Assessment:</li> </ul>	
<b>Media Release Info:</b>	

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**Additional Notes:**

**Kick Off Meeting:** *(complete this during call)*

<b>Date of Meeting:</b>	<b>Notes:</b>	<b>Status (Complete)</b>
<b>Present Overview</b>		
<b>Obtain Assessments:</b>	<i>(Enter here and find out if there's grade level/school variances)</i>	
<b>Testing Schedule:</b>	<i>(Enter notes and create reminder tasks in Asana based on approximate dates outlined)</i>	
<b>Obtain Key Products of Interest for ROI (if applicable)</b>	<i>(List here)</i>	
<b>Obtain Access Point/Integration</b>	<i>(Explain integration, set up call times to screenshare setting up if not completed on call)</i>	
<b>Logins</b>	<ul style="list-style-type: none"> <li>List any login credential information obtained here</li> </ul>	
<b>Send Specs for file formats for any data collection without integration</b>		
<b>Obtain Training Schedule/Dates (if applicable)</b>		
<b>Determine Value Deliveries</b>	<i>(grade cor, Pre/Mid Post analysis, middle/EOY ROI analysis, etc)</i>	



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<b>Obtain Delivery Dates for Value</b>		
<b>Explain Contingencies for Value Delivery</b>		
<b>Email Recap of the above value &amp; delivery to Buyer</b>		

**Data Onboarding:**

Transfer the points of value above into the following table and create tasks in Asana

	Notes	Status (imported)
<b>SIS Import</b>	(type of SIS)	
Obtain Data		
Data Verified	<ul style="list-style-type: none"> <li>Does the file have all schools</li> <li>Does the file have all grade levels</li> <li>Does the student counts match school</li> <li>Enter the findings on the Asana task</li> </ul>	
Import Verified	<ul style="list-style-type: none"> <li>Import matches the above findings</li> </ul>	
<b>Assessments</b>		
Obtain Data & Create	(list of data to get)	

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Data Verified	<ul style="list-style-type: none"> <li>Does the file have all schools</li> <li>Does the file have all grade levels</li> <li>Does the student counts match school</li> <li>Enter the findings on the Asana task</li> </ul>	
Imported	<i>(enter assessments imported - Type and year)</i>	
<b>Benchmark</b>		
	<i>(list benchmarks imported -include link to source document/webpage)</i>	
<b>Grade Correlation</b>		
Obtain Data		
Verify Data	<ul style="list-style-type: none"> <li>All schools</li> <li>All students</li> <li>All required grades</li> <li>Terms present</li> </ul>	
Import Verified	<ul style="list-style-type: none"> <li>Can you run a GC report?</li> <li>Does it look correct for multiple grade levels?</li> </ul>	
<b>Vendor Review</b>		
Determine the list of vendors for entry	<i>(this may be already known from the kickoff meeting or need to be extracted from an AP file)</i>	
Determine products for vendors		

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Add products & vendors into the system		
<b>ROI Impact Areas</b>		
Impact Areas Created		
Objectives Created	<ul style="list-style-type: none"> <li>Objectives typically match the assessments or other areas of interest (product, etc)</li> </ul>	
<b>Objective to Section Correlation</b>		
Correlations created	<ul style="list-style-type: none"> <li>Create correlations to sections for each objective</li> </ul>	
ROI Correlation	<ul style="list-style-type: none"> <li>Create ROI correlation to make objectives display (example - Comp)</li> <li>List the products correlated here</li> </ul>	
<b>Usage Import</b>		
Usage Obtained for target value points	<ul style="list-style-type: none"> <li>List the usage obtained by product. Note any exceptions such as missing schools, grade levels, etc</li> <li>Add additional rows if helps for clarity</li> </ul>	
Usage Imported for?		
<b>ESP</b>		
Schedule ESP onboarding	<ul style="list-style-type: none"> <li>If users are to complete ESPs, schedule training.</li> </ul>	



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with district or school admins (if appropriate)	<ul style="list-style-type: none"> <li>• Training includes actually filling out the ESPs</li> <li>• Show users the end result</li> <li>• If Level Data completing ESPs, complete ESPs for desired products</li> </ul>	
Summary Report Runs (if historical)	<ul style="list-style-type: none"> <li>• Verify summary report runs if data exists in the system</li> <li>• Verify ROI</li> <li>• Verify Usage - If noted above</li> </ul>	

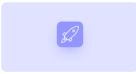



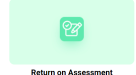
**Value Delivery: What value/touchpoints/etc should the customer receive and BY when**

Value Delivered	Note	Due Date	Status
Example: Grade Correlation - Prior Year	(list insights)		(completed?)
Example: ROI Last Year Products of Interest			
Example: Mid Year ROI Analysis			
Example: End of Year ROI Analysis			
Example: Grade Cor - Current Year			

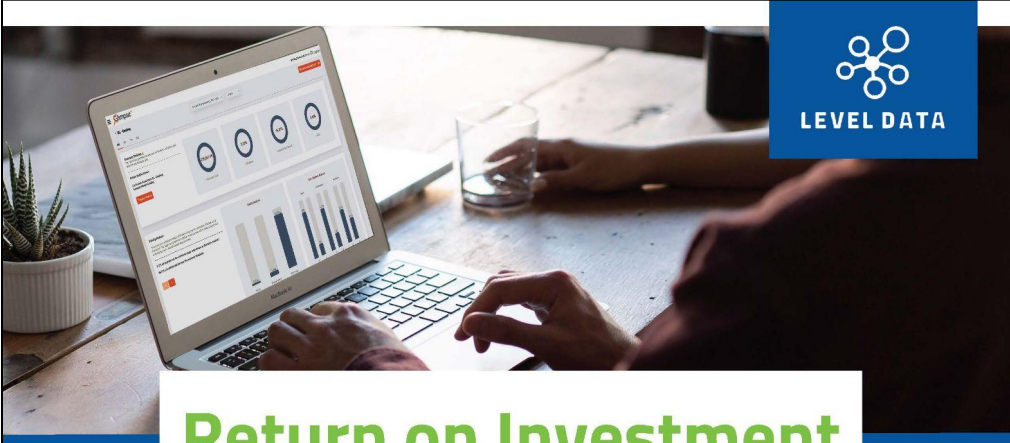
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The following manual provides a linked one page document for each AIM report to showcase what the data will show and how it can be accessed. This is one of the training documents and support opportunities that Level Data customers receive to ensure they are successful in accessing the AIM platform and program evaluation data.

**Level Data Report Manual- Linked Resources**




 <p>eROI Growth &amp; Learning Loss</p>	<p><b><u>eROI Growth Report</u></b> - This report shows overall student growth and learning loss by assessment type.</p>
 <p>eROI Proficiency</p>	<p><b><u>eROI Proficiency</u></b> - This report shows which students are above or below the proficiency line on an assessment.</p>
 <p>eROI Resource</p>	<p><b><u>eROI Resource Report</u></b> - Tracks instructional expenditures against performance measures and usage expectations to identify if utilization drives outcomes.</p>
 <p>ACE</p>	<p><b><u>ACE (Assessment Correlation Engine) Report</u></b> - This report correlates student grades and benchmark mastery in order to identify grade inflation &amp; deflation.</p>
 <p>Return on Assessment</p>	<p><b><u>Return on Assessment Report</u></b> - This report measures how aligned the benchmark/formative assessments are with the state assessment.</p>

## Brochures, Catalogs, Manuals, Websites, Literature, and other marketing media




# Return on Investment

## YOUR DISTRICT'S SOLUTION FOR MANAGING EFFECTIVENESS OF RESOURCES & REDUCING STUDENT LEARNING LOSS

 <p><b>CAPTURE</b> Capture everything you are doing to improve student outcomes while aligning cost, intended audience, academic goals &amp; performance measure</p>	 <p><b>MANAGE</b> Manage accountability &amp; documentation of federal, state, &amp; local purchases &amp; the fidelity of implementation for instructional resources</p>	 <p><b>EVALUATE</b> Evaluate effectiveness of instructional resources to identify what is having the greatest impact on student outcomes</p>
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**REDUCE WORKLOAD FOR YOUR TEAM & IMPROVE STUDENT OUTCOMES**

Please contact us at **(866) 511-DATA** or [sales@leveldata.com](mailto:sales@leveldata.com) to schedule a demonstration of this innovative solution



6850 Stadium Drive, Kalamazoo, MI 49009  
tel 269.488.2050  
[www.leveldata.com](http://www.leveldata.com)



# EDUCATION RETURN ON INVESTMENT

Don't leave it to your team to analyze ROI data manually. Let Level Data compile the data so your team can work on action plans for student success.



## FULL ACADEMIC ASSESSMENT

- Learning loss by school, grade, classroom and student
- Average growth rate by school, grade, classroom and student
- Proficiency by school, grade, classroom and student



## ROI OF ASSESSMENT

- Comparison of formative and benchmark assessments to classroom grades
- Comparison of formative assessments and benchmark grades to summative assessments



## ROI OF RESOURCES

- Have our resources been utilized and implemented to fidelity?
- Did the resources we utilize contribute to better student outcomes?

Please contact us at **(866) 511-DATA** or [sales@leveldata.com](mailto:sales@leveldata.com) to schedule a demonstration of this innovative solution



6850 Stadium Drive, Kalamazoo, MI 49009  
tel 269.488.2050  
[www.leveldata.com](http://www.leveldata.com)



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Company Website: <https://www.leveldata.com/return-on-investment>



## Added Value

Level Data provides additional values specific to the company’s delivery approach and technical expertise that differentiates our ROI solution from other providers. Based on our previous experience and expertise, Level Data finds the combination of these values provide the greatest impact on raising the return on investment & instruction.

Level Data understands that the teaching and learning process is made up of a combination of many different components including the classroom teacher, digital resources, school programs & initiatives, professional development, etc. With this in mind, Level Data provides a comprehensive solution that also highlights return on instruction, empowering districts to align the return on investment & instruction process alongside their current continuous improvement process to ensure all ROI work focuses on raising student outcomes.

- Opportunity for ongoing return on investment measurement with longitudinal capability

Level Data’s comprehensive solution provides a robust, ongoing method of evaluating implementation fidelity and effectiveness of educational computer programs, allowing districts to continue to ensure their resources are maximized and positively impacting students on a longitudinal basis. This is an important consideration when selecting a provider to deliver the computer program evaluation, as the district will continue to have a need of monitoring what’s working for students of the DeKalb County School System each year.

Furthermore, selecting an evaluation platform over a one-time consultative evaluation provides additional values not only during the initial project, but also provides the opportunity for ongoing benefits to DeKalb County School District, should the district wish to include within their ongoing continuous improvement process each year. Districts using the Level Data platform have the ability for multiple ROI checkpoints throughout the year following their assessment schedule, providing at a minimum, a mid and end of year data analysis to address current needs and adapt action plans to reflect student needs.

- Ability to measure other resources & initiatives in addition to computer applications

In addition to digital education resources, districts are also investing time and funding into school programs & initiatives, professional development, and other supports. Thus, a return on investment analysis must also include the ability to capture and measure resources aside from just digital programs. Level Data’s AIM platform also provides an opportunity for evaluation of other resources outside of digital/computer based programming.

Other types of resources may include but are not limited to initiatives such as professional development, summer learning, after school programs, college entry preparation programs, as well as academic positions such as tutors/interventionists, or instructional coaches. With a growing need to show evidence on the use of federal funding, it is important to also measure these tools as well. In the event DeKalb County School District



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would like to measure additional resource types following the initial project scope delivery, the opportunity would provide greater insights on optimizing return on investment in those additional areas.

- Offers additional Return on Instruction reporting to guide planning/measure student success

Level Data's AIM platform also provides Return on Instruction reporting. While this was not requested in the project scope, this is a valuable component that would become part of the evaluation process for DeKalb County School District. AIM's return on instruction reports highlight instructional strengths/weaknesses to help guide instructional, resource allocation, and professional development needs. Additional key features and reports can be found at the end of the Added Values section.

- Removes perception based data and replaces it with actual objective evidence based on your district's performance measures

While some approaches lack substance and are merely based on perceptual data/surveys that capture responses from staff regarding if they used programs and how they feel about the implementation, Level Data provides a more objective, true correlation to the usage data from the program source and to student performance data for measurement and evaluation of resources. Level Data measures the effectiveness of educational resources specific to your instruction and to your Tier I process.

- Provides data for the evidence for federal funding purchases

Districts use Level Data's ROI resource reports to show evidence for ESSA on the use of federal funding. This data shows evidence on the impact a resource had in relation to student outcomes. As federal grants require this evidence, this helps alleviate the workload involved for staff in pulling data from multiple sources to provide this evidence for title and other federal funds.

- Provides supporting documentation and evidence for accreditation & monitoring process

Districts must show evidence of a program evaluation process during their accreditation process, as well as for evaluations during monitoring. Without a thorough process, many districts struggle to capture or locate this data when it is time to go through the accreditation or monitoring process. Level Data's approach provides the tools needed to capture, manage, and evaluate resources and expenditures each year, providing documentation to support both processes. Districts find it helpful as it not only shows the evidence, but also documents that there is an ongoing process in place to help satisfy these requirements.

- Supports increased accountability with team by ability to manage implementation down to school levels

Program evaluations can be very insightful in providing districts with information on current levels of implementation and the effectiveness of those implementations. Level Data's approach takes that a step further because of the ability it provides to administrators to manage implementations and track

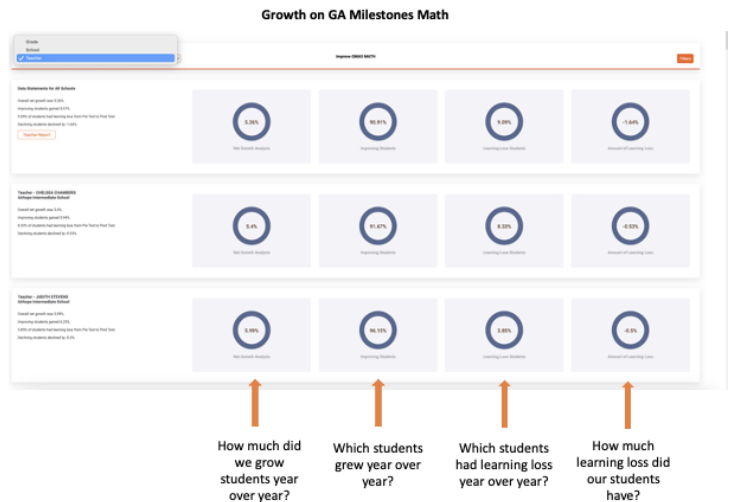
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usage/participation down to the individual school, grade level, classroom and student. Data analysis at this level supports district and school administrators with actionable insights to help raise the accountability and execution of the implementations for resources that are impacting student outcomes in a positive way. This helps leaders reinforce expectations and ensure that all students are receiving equitable access to the most effective tools and resources.

## Additional Key Features

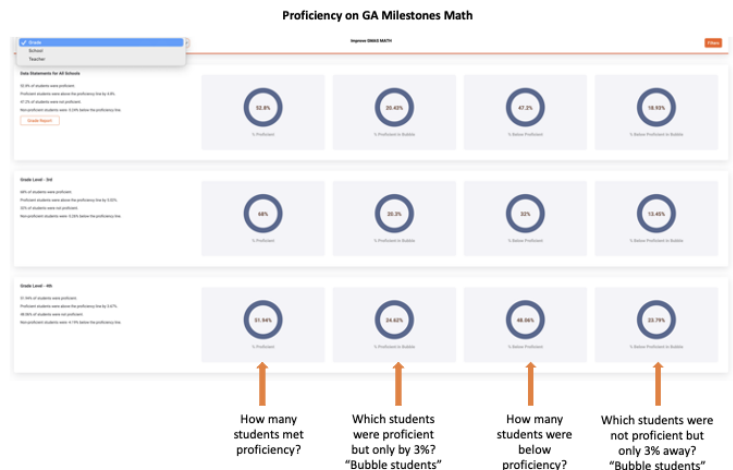
- Net Growth & Learning Loss Analysis

AIM provides administrators a net growth and learning loss report to assess academic return from the district, school, grade, teacher, and class section levels. The report includes net growth analysis, percent of learning loss, and degree of learning loss. The report measures growth and learning loss at any two points in time, with ability to look year over year, or at different points throughout the year. This report drills down to the student level and can be viewed with any summative, benchmark or formative assessment.



- Proficiency Analysis

AIM provides administrators a proficiency analysis for any assessment from the district, school, grade, teacher, and class section levels. The report includes % of proficient students, % above proficiency line, % below for non proficient students. The report drills down to the student level.



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- Return on Assessment Analysis

AIM allows administrators to view the return of their formative/benchmark assessment platforms. The analysis identifies how correlated the formative/benchmark assessments are at predicting proficiency on state accountability tests.



- Return on Classroom Instruction Analysis

AIM allows administrators to view the return of their grading practices. Grading practices are evaluated to determine how well they reflect standards mastery. AIM provides comparisons between classroom report card grades and summative assessments for accountability. The report identifies grade inflation and deflation metrics and can be drilled down from the district, school/grade, teacher, class section, and student levels.

