

**INFORMATION TECHNOLOGY (IT) CONTRACT
BETWEEN THE STATE OF WYOMING, WYOMING DEPARTMENT OF
EDUCATION TECHNOLOGY SERVICES
AND DATA DRIVEN ENTERPRISES**

1. **Parties.** The parties to this Contract are the State of Wyoming, Wyoming Department of Education (Agency), whose address is 2300 Capitol Avenue Hathaway Building, 2nd Floor Cheyenne, WY 82002-2060, and Data Driven Enterprises (Contractor), whose address is: 11184 Huron Street, Suite 17, Northglenn, CO 80234.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide data support for the Wyoming Department of Education Division of Individual Learning implementation of the required System of General Supervision pursuant to the Individuals with Disabilities Education Act (IDEA). These services, as fully described in Attachment A, Action Plan, Attachment B, Statement of Work, and Attachment C, Data Request, which are attached to and made a part of this Contract by this reference.
3. **Term of Contract and Required Approvals.** This Contract is effective April 1, 2015 or when all parties have executed it and all required approvals have been granted (Effective Date), whichever is later. The term of the Contract is from the Effective Date through March 31, 2016. All services will be completed during this term. This Contract may be renewed by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of the Agency.

By law, contracts for professional or other services must be approved by the Attorney General and A&I Procurement, Wyo. Stat. § 9-1-403(b) (v), and all contracts for services costing over one thousand five hundred dollars (\$1,500.00) must be approved by the Governor or his designee as well, Wyo. Stat. § 9-2-1016(b) (iv).

4. **Payment.** Agency agrees to pay Contractor for the services described in Attachment A, Action Plan, Attachment B, Statement of Work, and Attachment C, Data request. The total payment under this Contract will not exceed One Hundred Eighty Thousand Dollars (\$180,000.00). Payment shall be made upon the Contractor successfully completing the deliverables within the stated deadlines, and upon the Agency's written acceptance of the deliverables and/or services. Payment shall be made upon submission of invoice pursuant to Wyo. Stat. § 16-6-602. No payment shall be made for work performed before the Effective Date of this Contract. The source of funds for this Contract is from the Part B Federal Special Education budget. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses

incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all Contractor's obligations under this Contract.

- A. **Invoice Payment.** The Agency will remit payment of invoices to the Contractor in accordance with the Action Plan (Attachment A) and the Statement of Work (Attachment B).
- B. **Payment Retained.** The Agency will withhold (retain) ten percent (10%) of each payment due until the Contractor successfully completes the deliverables within the stated deadlines, for inability to meet the milestones or performance requirements as stated in the Action Plan (Attachment A), the Statement of Work, (Attachment B), or other Attachments incorporated within this Contract, or for not providing acceptable deliverables and the Agency has given written acceptance of the final product including all written documentation. Upon Agency's final acceptance of services, the amount retained will be reduced from ten percent (10%) to zero percent (0%).

Payments of invoices will be based upon the Contractor meeting the stated deadlines and upon the State's acceptance of the deliverables. Should the Contractor fail to comply with the provisions of the Contract, payment for portions of the Contract will be withheld until such time as the Contract terms have been implemented. Administrative, contractual, and/or legal remedies, as determined by the Wyoming Attorney General, will be implemented, if it appears the Contractor has breached or defaulted on the Contract.

- C. **Final Product Clause.** At any time, but prior to Acceptance of the services, the parties agree that should the services materially fail to perform substantially in compliance with the Agency's specifications; the Contractor's liability in such an event will be to return all fees paid by the Agency to that point. Prior to acceptance, such termination decision will be at the sole discretion of the Agency and is in addition to any other Termination provisions contained within this Contract.

5. **Responsibilities of Contractor.**

- A. The services provided by Contractor are described in the Action Plan (Attachment A) and the Statement of Work (Attachment B). The Contractor shall ensure privacy and security of all Agency Personally Identifiable Information (PII) data. Contractor agrees to destroy all PII data received from State when it is no longer needed for audit or similar regulatory purposes by data wiping and shredding.
- B. All information not specifically identified as PII must be treated as privileged communications; must be held confidential; and must meet the terms and conditions of compliance. Under the Contract, the Contractor is responsible for security and privacy compliance and must take advantage of the appropriate

security capabilities and measures and adequate data validation, as well as have appropriate policies and procedures in place to minimize or prevent unlawful access by any person who may have access to the System. Failure of the Contractor or its employees, agents, and/or subcontractors to comply with these regulations will be a material breach of the Contract and must permit the Agency to immediately terminate the Contract. Any breach of security involving PII from public school districts in Wyoming requires notification of Agency and school districts, as data owner. Contractor will be required to provide a proposed incident response plan as it applies to the any observable occurrence in a system or network that compromises the confidentiality, integrity and availability of Agency data. This includes any suspected violation or threat of violation of computer security policies, acceptable use policies, or standard security practices. Contractor will be required to notify the Agency's authorized representative, within twenty-four (24) hours, of discovery of any suspected breach of data related to the State of Wyoming's data.

- C. The Contractor must have written policies governing access to, duplication and dissemination of all such information. The Contractor must advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements. The Contractor must provide its employees, agents and subcontractors, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted.
- D. Disciplinary policies are applied across all sources of information identifying individuals or employers. Agency will consider any improper disclosure of any information considered confidential under federal or state law to be flagrant misconduct. All employees of Data Driven Enterprises, Inc. are to be made aware that all information collected under the auspices of this Contract can be used only for purposes outlined in this Contract and attachments. Further, individuals may be subject to civil penalties under the Privacy Protection Act of 1974 as amended by the Computer Matching and Privacy Protection Act of 1988 (5 USC Sec 552a) as well as subject to criminal penalties under the Confidential Information Protection and Statistical Efficiency Act of 2002 (Title V of PL 107-347), depending on the nature and extent of the disclosure.
- E. Contractor will permit any authorized representative of the Agency to inspect or audit Contractor premises to determine whether or not Contractor is complying with all terms, conditions, and provisions of this Contract.
- F. All information not specifically identified as Personally Identifiable Information (PII) must be treated as privileged communications; must be held confidential; and must meet the terms and conditions of compliance.
- G. The sale and unauthorized use of student data: Any PII from students' education records that the third party receives under this Contract may only be used for the

specific purpose for which it was disclosed. Further, under FERPA's school official exception, the third party may not share (or sell) FERPA-protected data.

- H. Contractor shall provide quarterly updates, at a minimum, to Agency on the progress of work being completed for this Contract.
- I. The following technical specifications will serve as a baseline but are not an all-inclusive data security standard for compliance:
 - (i) **Data in transit:** Data transmitted by the third party through an interface to another system, domain or enclave will be done securely using known secure protocols such as TLS/SSL, sFTP and other agreed upon methods.
 - (ii) **Data at rest:** Data will be stored securely at rest using an agreed upon cipher such as AES 128, AES 256 or other approved cipher configured by the agency.
 - (iii) **Data access controls:** Contractor will utilize the principle of least privilege (PoLP) when assigning user access to Agency related data.

6. **Responsibilities of Agency.** The responsibilities of the Agency are described in the Action Plan (Attachment A), the Statement of Work (Attachment B), and the Data Request (Attachment C). The Agency further agrees to:

- A. Use reasonable efforts to prevent unauthorized access to or use of Contractor's Services and Products, and notify Contractor promptly of any such unauthorized access or use.
- B. Notify Contractor representative of any legal, investigatory, or other demand for access to any Agency related data, in any form.
- C. Review these contract requirements with successor State Superintendent or designee within sixty (60) days of the transition of leadership of the Agency.

7. **Special Provisions.**

- A. **Administration of Federal Funds.** Contractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of OMB Circulars A-102 and/or 2 C.F.R. Part 215; the cost principles set forth in OMB Circulars A-21, A-87 or A-122 and 48 C.F.R. Part 31; the audit requirements of OMB Circular A-133; and all applicable regulations published in the Code of Federal Regulations or other program guidance as provided to it by Agency.
- B. **Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding either administrative or program dollars, due to the Contractor's

failure to comply with state or federal requirements. The Agency shall notify the Contractor of any state or federal determination of noncompliance.

- C. Change Control Management.** The Contractor must maintain a change control process with all changes and must be approved through the Agency's change control board. The change control process will include the reason for the change, a complete description of work to be performed, an estimate of time and cost to complete the change, a completion date for the change and an impact analysis indicating ramifications or impact to the project.

If unforeseen circumstances arise where a dispute resolution might be needed, Contractor will submit in writing a description of the problem and proposed resolution to the Agency Project Representative for their consideration. If change orders are needed, the Contractor agrees to continue at the hourly rate specified in the Statement of Work, (Attachment B). In the event it is determined that a change to the Statement of Work (Attachment B) is required, the Contract shall be amended upon the parties mutual agreement. The change request shall be used by the Contractor as the justification for a change to the Statement of Work.

- D. Conflicting Language.** In the event of a conflict between the Contract, Attachment B, Statement of Work, or any other document incorporated by reference, the following order of documents will govern, in the order listed: (1) the Contract, (2) Attachment A, Action Plan, (3) Attachment B, Statement of Work, then any other document incorporated by reference. In case of conflict, any clarification must be mutually agreed upon in writing and will govern the contractual relationship between the parties.

- E. Conflicts of Interest.** Contractor shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which results in a disadvantage to the Agency or a disclosure which would adversely affect the interests of the Agency. Contractor shall notify the Agency of any potential or actual conflicts of interest arising during the course of the Contractor's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the Contract is terminated under this provision, the Contractor shall take steps to insure that the file, evidence, evaluation, and date are provided to the Agency or its designee. This does not prohibit or affect the Contractor's ability to engage in consultations, evaluations, or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

A conflict of interest warranting termination of the Contract includes, but is not necessarily limited to, representing a client in an adversarial proceeding against the State of Wyoming, its agencies, boards, commissions or the University of

Wyoming, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or quo warranto.

- F. Copyright License and Patent Rights.** Contractor acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this agreement; and (2) any rights of copyright to which Contractor purchases ownership using funds awarded under this agreement. Contractor must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this agreement.
- G. Environmental Policy Acts.** Contractor agrees all activities under this agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- H. Federal Audit Requirements.** Contractor agrees that if it expends an aggregate amount of five hundred thousand dollars (\$500,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. If findings are made which cover any part of this Grant, Contractor shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- I. Human Trafficking:** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- J. Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this agreement. If Contractor breaches or violates this warranty, Agency may, at

its discretion, terminate this agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

- K. Limitations on Lobbying Activities.** By signing this agreement, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- L. Monitor Activities.** Agency shall have the right to monitor all activities related to this agreement that are performed by Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this agreement; and, to observe personnel in every phase of performance of the related work.
- M. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this agreement.
- N. No Finder Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract will be paid by either party.
- O. Non-Supplanting Certification.** Contractor hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Contractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this agreement.
- P. Program Income.** Contractor shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Agency.
- Q. Project Representative.** All project management and coordination for the Agency shall be through a single point of contact designated as the Project Representative. The Agency Project Representative for this project is Lisa Weigel. The Agency Project Representative shall document performance of the Contractor as to the satisfaction of any deliverables required to meet the

requirements of the Contract. The Contractor will be required to perform their work in compliance with Agency technology standards, policies, and procedures; as well as any applicable Federal guidelines.

- R. Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor and related to the services and work to be performed under this agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- S. Source Code Ownership and/or Escrow.** If the software code is not open source code, a software escrow account shall be established at the Contractor's expense in the event the Contractor becomes insolvent or ceases to support the software. The Escrow account shall contain the most current software version source code. Proof of the software escrow account shall be provided to the Agency ninety (90) days after the final signature is affixed to the Contract. The software escrow agreement will be subject to the Attorney General Office and the Office of the Chief Information Office's review and written acceptance.
- T. Suspension and Debarment.** By signing this agreement, Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at <http://www.sam.gov/>. Further, Contractor agrees to notify Agency by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this agreement.
- U. System Failure or Damage.** In the event of system failure or damage, as defined in this paragraph, directly caused in whole or in part as a result of the services provided by the Contractor, Contractor agrees to use its best efforts to restore the system to operational capacity. System failure or damage for purposes of this Contract will mean the inability of any mechanism provided by the Contractor pursuant to the terms of this Contract, to operate properly and, as a result of its failure to operate properly, critical government functions, including sending and receiving data information, are unable to be performed.
- V. Use of Subcontractors.** The Contractor shall be wholly responsible for performance of the entire Contract whether or not subcontractors are used. In any event, whether there are subcontracting or joint venture arrangements or not, a prime Contractor shall be designated and the prime contractor shall sign this Contract. The Agency reserves the right to reject any named subcontractor or any

subcontractor relationship. The Contractor shall not enter into any subcontracts or joint venture arrangement for any of the work proposed under this Contract without prior written acceptance from the Agency.

- W. Warranty of the Deliverables.** The Contractor shall warrant that all services will be performed on a timely basis in a professional, workmanship like manner. The State requires a minimum warranty period of twelve (12) months for all information technology contracts with Executive Branch agencies for developmental software, workflow process applications and consulting engagements (with a warranty and/or deliverable). The warranty period shall begin at the time the software/application/consulting has been tested and accepted by the Agency. During the warranty period, the Contractor shall be responsible to correct (at their expense) any problems, defects, and/or deficiencies reported by Agency, which do not meet the agreed upon software/application/consulting specifications.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- B. Applicable Law/Venue.** The construction, interpretation, and enforcement of this Contract will be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue will be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit/Access to Records.** The Agency and any of its representatives shall have access to any books, documents, papers, and records of the Contractor which are pertinent to this Contract. The Contractor shall, immediately upon receiving written instruction from the Agency, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers, and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for

the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Contractor, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty will accrue to the Agency in the event this provision is exercised, and the Agency will not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision will not be construed to permit the Agency to terminate this Contract to acquire similar services from another party.

- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. Certificate of Good Standing.** Contractor shall provide to Agency Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs before and during performing work under this Contract, if applicable.
- H. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of this Contract will be kept confidential by the Contractor until publicly released by the Agency or until written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and not release such information to a third party unless directed to do so by Agency.

Notwithstanding any conflicting provision in this Contract or any attached or incorporated documents, all records and other information pertinent to this Contract are subject to the Wyoming's Public Records Act, Wyo. Stat. § 16-4-201 et seq. which may include the custodian of such records denying access to records in accordance with Wyo. Stat. § 16-4-203(d).

- J. Entirety of Contract.** This Contract, consisting of sixteen (16) pages, Attachment A, Action Plan, consisting of five (5) pages, Attachment B, Statement of Work consisting of four (4) pages, and Attachment C, Data Request, consisting of ten (10) pages represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

- K. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.), and any and all ethical standards governing Contractor's profession.
- L. Extensions/Renewals.** Nothing in this Contract will be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision will become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision will not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- N. Indemnification.** The Contractor shall indemnify, defend and hold harmless the State, the Agency, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's malpractice or malfeasance.
- O. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract will be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency, or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.

- P. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person. Notice provided by facsimile or e-mail will be delivered as follows:

Agency: Lisa Weigel, email address lisa.weigel@wyo.gov, fax: 307-857-9257

Contractor: Susan Wagner, email address susan@datadrivenenterprises.com, fax: 866-651-2058.

- Q. Notice and Approval of Proposed Sale or Transfer.** The Contractor shall provide the Agency with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Contractor. Such notice will be provided in accordance with the notices provision of this Contract. If the Agency determines that the proposed merger, consolidation, sale, or transfer of assets is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its option, terminate or renegotiate the Contract.
- R. Ownership of Documents/Information/Product/Materials.** Agency owns all documents, data compilations, reports, computer programs, photographs, data and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information/documents to the Agency in a useable format. In the case of electronic transmission, such transmission will be secured. The return of information by any other means will be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.
- S. Patent or Copyright Protection.** The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Agency for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- T. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract until this Contract has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by

the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

- U. Proof of Insurance.** The Contractor shall not commence work under this Contract until it has obtained all the insurance required by the Agency and the State and such insurance has been approved by the Agency and the State. Approval of insurance by the Agency and the State shall not relieve or decrease the liability of the Contractor. The Contractor shall file a Certificate of Insurance with the Agency verifying each type of coverage required.
- (i) Workers' Compensation or Employer's Liability Insurance. The Contractor shall provide Agency with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Contractor's coverage will be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Contractor's insurance coverage will also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000) per employee for each accident and disease. The Contractor shall also supply proof of workers' compensation and employers' liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.
 - (ii) Commercial General Liability Insurance. The Contractor shall provide commercial general liability insurance coverage, during the entire term of this Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
 - (iii) Payment of Premiums and Notice of Revocation. All policies required under this Contract will be in effect for the duration of this Contract. All policies will be primary and not contributory. Contractor shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Agency. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
 - (iv) Agency/State May Insure for Contractor. In case of a breach of any provision of this Contract, the Agency or the State may, at the Agency's or

State's option, purchase and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Agency or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.

- (v) Agency's/State's Right to Contact Insurer. The Agency and the State shall have the right to consult with the Contractor's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
 - (a) Exclusions from coverage;
 - (b) Claims in progress which could significantly reduce the annual aggregate limit; and
 - (c) Any applicable deductible amounts.

If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided will include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- (vi) Agency's Right to Reject. The Agency reserves the right to reject a certificate of insurance if the Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This would include, but is not limited to, insurance companies with an "Omit" rating in the A. M. Best insurance rating guide.
- (vii) Professional Liability or Errors and Omissions Liability Insurance. The Contractor shall provide proof of professional liability insurance or errors and omissions liability insurance to protect the State against any and all claims arising from the Contractor's alleged or real professional errors, omissions or mistakes in the performance of professional duties in an amount not less "five hundred thousand dollars (\$500,000.00).

V. Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract will continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

W. Sovereign Immunity. The State of Wyoming and Agency do not waive sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract will

not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity will be construed in favor of sovereign immunity.

- X. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
- Y. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- Z. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract will not be construed so as to create such status. The rights, duties and obligations contained in this Contract will operate only between the parties to this Contract, and will inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- AA. Time is of the Essence.** Time is of the essence in all provisions of the Contract.
- BB. Titles Not Controlling.** Titles of sections and subsections are for reference only and will not be used to construe the language in this Contract.
- CC. Waiver.** The waiver of any breach of any term or condition in this Contract will not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach will not constitute a waiver.

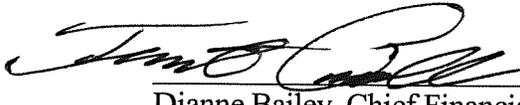
THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

This Contract is not binding on either party until approved by the Procurement Services Division of the Department of Administration and Information and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b) (iv).

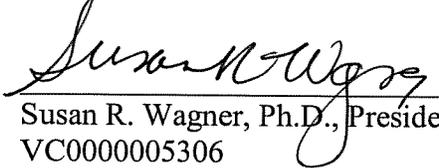
The effective date of this Contract is the date of the signature last affixed to this page.

THE STATE OF WYOMING, WYOMING DEPARTMENT OF EDUCATION

 for Dianne Bailey
Dianne Bailey, Chief Financial Officer

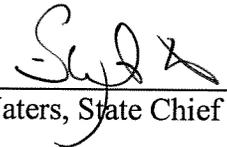
4-13-15
Date

DATA DRIVEN ENTERPRISES, INC.


Susan R. Wagner, Ph.D., President, Data Driven Enterprises, Inc.
VC0000005306

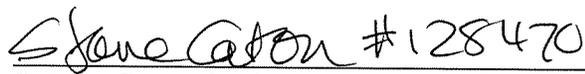
4-10-15
Date

WYOMING DEPARTMENT OF ENTERPRISE TECHNOLOGY SERVICES APPROVAL


Flint Waters, State Chief Information Officer

4-8-15
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

 #128470
S. Jane Caton, Senior Assistant Attorney General

3-31-15
Date

**ATTACHMENT A TO THE
PROFESSIONAL SERVICES CONTRACT BETWEEN THE WYOMING DEPARTMENT OF EDUCATION
AND DATA DRIVEN ENTERPRISES**

WDE Monitoring Agent: Leslie Bechtel Van Orman

Organization/Division: Division of Individual Learning

Date Action Plan Developed: 1-17-15

Project Timeline From: 4-1-15 To: 3-30-16

Full Contract Amount: \$ 180,000.00

Division Director Signature



Date: 2.20.15

ACTION PLAN

Goal: Provide data support in the implementation of Wyoming's System of General Supervision specifically outlined under the Individuals with Disabilities Act (IDEA).

Deliverables	Target Dates	Was Target Date Met?		Contractor Personnel Involved	Cost Per Deliverable	Measurable Indicators of Deliverable	Is Deliverable Completed	
		Yes	No*				Yes	No*
Contractor shall assist by providing the following monitoring related activities: • A. Combine data from various official data collections (WDE 636, 684, Assessment data). • B. Generate summary reports for each monitored district that shows district-wide results as well as results disaggregated by various demographic categories (gender, ethnicity, grade level, disability). • C. Attend pre-staffing meetings and "drill down" into the data in real time.	4-1-15 thru 3-30-16			Data Driven Enterprises personnel.	\$115.00 /hr upon invoice.	Contractor will be onsite according to a mutually agreed upon schedule; approximately 3-4 days per month. All requested data reports will be available during onsite meetings and prior to onsite monitoring visits.		

Interim Monitoring		
Monitored Dates	Monitoring Agent (Init.)	Am't Paid to Date

<ul style="list-style-type: none"> • D. Generate purposeful and random samples targeting identified hypotheses. • E. Parent survey data collection including creating a comprehensive parent list, collecting mailing addresses, mailing the survey, entering the responses, analyzing responses, writing statewide summary report, and generating district-level reports. • F. Write verification reports, create verification samples, participate in verification phone calls. 			Data Driven Enterprises personnel.		All reports will be provided by contractor to the Wyoming Department of Education (WDE) within 2 weeks of receiving a request from the department; additionally the administration of Indicator 8 and 14 will be conducted and completed prior to August 1 of each year.		
<p>Contractor will perform the following SP/APR-related activities:</p> <ul style="list-style-type: none"> • A. calculate indicator 4, 5, 7, 8, 9, 10, 11, 13, 14 and 20 data; • B. summarize indicator 1, 2 and 3 data; • C. put indicator data in tables and graphs for including in the APR and write corresponding narrative; • D. administer indicator 8 data collection including pulling a representative sample, collecting mailing addresses, mailing the survey to the sample. Entering the responses, analyzing responses, writing statewide summary report, and generating district-level reports; • E. administer indicator 14 data collection including collecting phone number, interviewing exiting students over the phone, analyzing responses, writing statewide summary report, and generating district-level reports. 	4-1-15 thru 3-30-16		Data Driven Enterprises personnel.				
<p>Contractor will perform the following Data Collection/Reporting related activities:</p> <ul style="list-style-type: none"> • A. calculate district level results for 	4-1-15 thru 3-30-16		Data Driven Enterprises personnel.	\$115.00 /hr upon invoice.	All necessary district data reports will be generated prior to		

<p>indicators 1-14;</p> <ul style="list-style-type: none"> • B. generate district-level report cards; • C. generate district determinations with WDE staff members on a formula and then applying it to the indicator data; • D. produce detailed reports of district data and presenting it in "data share-out" sessions across the state. 					<p>March 1 of each year so that data can be used to make annual district determinations; detailed district reports will be provided by the contractor by December 1 of each year. Contractor will attend and co-present during regional data share-out sessions and data-share out binders for each district will be available one month prior to the data share-out session.</p>	
<p>Contractor shall assist by providing the following monitoring related activities for the Child Development Centers:</p> <ul style="list-style-type: none"> • A. combine data from various official data collections (WDE 636, 684, Childhood Outcomes data); • B. generate summary reports for each monitored preschool region that shows region-wide results as well as results disaggregated by various demographic categories (gender, ethnicity, age, disability); • C. attend pre-staffing meetings and "drill down" into the data in real time; • D. generate purposeful and random samples targeting identified hypotheses; • E. parent survey data collection including creating a comprehensive parent list, 	<p>4-1-15 thru 3-30-16</p>		<p>Data Driven Enterprises personnel.</p>	<p>\$115.00 /hr upon invoice.</p>	<p>Contractor will be onsite according to a mutually agreed upon schedule; approximately 3-4 days per month. All requested data reports will be available during onsite meetings and prior to onsite monitoring visits.</p>	

collecting mailing addresses, mailing the survey, entering the responses, analyzing responses, writing statewide summary report, and generating district-level reports; <ul style="list-style-type: none"> F. write verification reports, create verification samples, and participate in verification phone calls. 								
Respond to ad hoc data requests. Contractor will perform additional statistical analyses on the WDE 684, 636, assessment data, etc. on an as needed basis.	4-1-15 thru 3-30-16		Data Driven Enterprises personnel.	\$115.00 /hr upon invoice.	Contractor will respond quickly and accurately to data requests and analyses as needed by WDE.			
Develop and maintain the District Self-Assessment site in the fall and spring. In the fall, populate the site with Indicator 3B, 5C, 9, 10, and 11 data. In the spring, populate the site with Indicator 8 and 14 data. Add other self-assessment queries (e.g., ESY, drop-out, MU) as requested.	4-1-15 thru 3-30-16		Data Driven Enterprises personnel.	\$115.00 /hr upon invoice.	Website is developed and maintained.			
Develop and maintain the Indicator 13 and Accuracy website in December and April of each year. This involves populating the site and generating reports.	4-1-15 thru 3-30-16		Data Driven Enterprises personnel.	\$115.00 /hr upon invoice.	Website is developed and maintained.			
Maintain and upgrade as necessary the technical assistance tracking database. The database is a web based tool that allows staff to enter and track all technical assistance requests from internal and external customers. The data gathered through this database is grouped, sorted and filtered to assist in making program decisions.	4-1-15 thru 3-30-16		Data Driven Enterprises personnel.	\$115.00 /hr upon invoice.	Contractor will make required changes to technical assistance tracking database within two weeks of request from the Division of Individual Learning; Contractor and or staff will meet quarterly with the Division of Individual Learning to monitor the implementation of the			

Maintain the online system that allows district to review their APR-related reports.	4-1-15 thru 3-30-16		Data Driven Enterprises personnel.	\$115.00 /hr upon invoice.	database. Online system is maintained.	
Develop an online data collection and reporting tool for the State Deaf-Blind grant.	4-1-15 thru 3-30-16		Data Driven Enterprises personnel.	\$115.00 /hr upon invoice.	The deaf-blind project will have data available to complete necessary federal data requirements and make program decisions.	
Contractor will travel to mutually agreed-upon meeting sites as necessary.	4-1-15 thru 3-30-16		Data Driven Enterprises personnel.	Travel expenses, paid up on invoice, are not to exceed \$30,000.00.	Contractor will be present as required.	

Statement of Work Attachment B



Wyoming Department of Education

Online Systems for Federal Data Collection and Reporting

Provided by:

Data Driven Enterprises

11184 Huron Street, Suite 17

Northglenn, CO 80234

303.255.4648

February 25, 2015

General Description

This document is intended as a Statement of Work (SOW) to identify and describe important milestones and deliverables for *Online Systems for Federal Data Collection and Reporting*. The goal of the project is to develop data support in the implementation of Wyoming's System of General Supervision specifically outlined under the Individuals with Disabilities Act (IDEA).

Timeline and Deliverables

The following table shows specific tasks, milestones, completion dates, and estimated costs. Contractor is estimating approximately twelve months to completion with a projected end date of March 31, 2016. This includes work to complete the activities listed on the contract action plan. Contractor will pursue all options to complete this project ahead of schedule and under the quoted costs. Payments of invoices will be based upon the Contractor meeting the stated deadlines for deliverables and upon the Agency's acceptance of the proposed deliverables.

TASK	DESCRIPTION	HOURS	COST	DATE
Timetable and Deliverables – Self-Assessment Site:				
1	Maintain Spring Self-Assessment Site Each spring, Contractor will prepopulate the indicator 8 and indicator 14 data collection sites with student WISER IDs.	10	\$1,150.00	April 1
2	Support District/EIEP Personnel Contractor will provide support to districts and EIEP regions completing the indicator 8 and 14 tables.	25	\$2,875.00	Oct 1
3	Maintain Fall Self-Assessment Site Each fall, Contractor will prepopulate the indicator 3B, 5C, 9, 10, and 11 data collection sites with WISER IDs; prepopulate the ESY, MU, Drop-out sites (or other queries) with WISER IDs.	25	\$2,875.00	Oct 1
4	Support District/EIEP Personnel Contractor will provide support to districts and EIEP regions completing the indicator and other data tables.	5	\$575.00	On-going
5	Download the data Contractor will download the data and provide to WDE Division of Individual Learning.	3	\$345.00	Jan 1
Timetable and Deliverables – Indicator 13 and 20B Site:				
6	Maintain December Indicator 13 Site – December Each December, Contractor will prepopulate the indicator 13 data collection site with student WISER IDs.	10	\$1,150.00	April 1
7	Support District/EIEP Personnel Contractor will provide support to WDE Division of Individual Learning.	2	\$230.00	Jul 1

8	Maintain Reporting Features [Contractor will maintain all reporting features in the current site.	1	\$115.00	Jul 5
9	Maintain April Indicator 13 and 20 Site - Spring Each April, Contractor will prepopulate the indicator 13 and 20B data collection sites with student WISER IDs.	5	\$575.00	April 1
10	Support District/EIEP Personnel Contractor will provide support to WDE Division of Individual Learning.	2	\$230.00	Jul 1
11	Maintain Reporting Features Contractor will maintain all reporting features in the current site.	1	\$115.00	Jul 5
12	Download the data Contractor will download the data and provide to WDE Division of Individual Learning.	1	\$115.00	On-going
Timetable and Deliverables – Technical Assistance Tracking Site				
13	Maintain TA Tracking Site Contractor will maintain the current tracking site.	25	\$2,875.00	Aug 1
14	Support District/EIEP Personnel Contractor will provide support to WDE Division of Individual Learning.	15	\$1,725.00	On-going
15	Add enhancements – Proposal Contractor will present the proposed enhancements to WDE Division of Individual Learning for approval.	20	\$2,300.00	Sept 1
16	Finalize enhancement features Contractor and WDE Division of Individual Learning will agree on what enhancements to implement.	10	\$1,150.00	Oct 1
17	Implement enhancement features [Implement the enhancement features and troubleshoot any bugs encountered.	35	\$4,025.00	Dec 1
Timetable and Deliverables – SPP/APR Indicator Report Card Portal				
18	Maintain the System Maintain the site and troubleshoot any bugs encountered. Upload all reports.	50	\$5,750.00	Jan 1
Timetable and Deliverables – State Deaf-Blind Data Collection				
19	Draft of System Contractor will provide a template of how collection survey will look.	45	\$5,175.00	Oct 1
20	Finalize System Contractor and WDE Division of Individual Learning will agree on the final collection survey.	5	\$575.00	Nov 1
21	Support District/EIEP Personnel Contractor will provide support to WDE Division of	7	\$805.00	On-going

	Individual Learning and districts.			
22	Generate Reports Contractor will provide reports that meet the federal requirements.	20	\$2,300.00	Apr 1, 2016
	TOTALS	302	\$34,730.00	

Change Orders and Dispute Resolution

The Contractor shall implement a Project Change Request (PCR) process to manage and approve any changes to the Statement of Work as herein described in this contract. The PCR will include the reason for the change, a complete description of work to be performed, an estimate of time to complete the task, a completion date for the PCR Statement of Work and an impact analysis indicating ramifications or impacts to the Online Systems for Federal Data Collection and Reporting.

If unforeseen circumstances arise where a change order or dispute resolution might be needed, Contractor will submit (in writing) a description of the problem and proposed resolution to the project manager and primary point of contact Lisa Weigel for her consideration. If change orders are needed, Contractor agrees to continue at the hourly rate of \$115.00 specified in the proposal.

In the event it is determined that a change to the Statement of Work is required, a Contract amendment shall be made to the Contract in accordance with Section 8.A. of this Contract. The PCR shall be used by the Contractor as the justification for a change to the Statement of Work.

Expectations of State by Contractor

Contractor will rely on the Agency to provide the necessary data for analysis, assistance with contact information, review of milestones as they are completed, and general responsiveness to project needs and questions as they arise. Contractor appreciates any input and/or critiques, and will work closely with the primary point of contact to ensure all goals and requirements of this project are met.



February 15, 2015

Leslie Bechtel Van Orman
Interim Division Director of Special Education
Wyoming Department of Education

Leslie:

Data Driven Enterprises (DDE) is an external research and evaluation firm that works as a subcontractor on behalf of the Wyoming Department of Education (WDE) to assist them in collecting, analyzing and reporting on special education-related data. The purpose of this study is to analyze special education students' enrollment characteristics, discipline behaviors, graduation/drop-out data, and performance on the PAWS, ACT, PLAN, EXPLORE, and MAP tests in order to fulfill requests for general supervision under IDEA and to fulfill State Performance Plan (SPP) requirements of the Office of Special Education Programs (OSEP). In addition, enrollment information of kindergarten students is needed in order to collect, analyze and report out on kindergarten readiness data on the Instructional Foundations for Kindergarten (IFK) tool (**Data Release Request Point 1**).

In order to fulfill the tasks specified in the Agreement to the Contract between the Wyoming Department of Education and Data Driven Enterprises, Effective April 1, 2015 through March 31, 2016, Data Driven Enterprises will need to be given access to certain data from the WDE (**Data Release Request Point 2**).

The purpose of this memo is to:

- a) clearly specify what data is needed and for what reasons (**Data Release Request Point 1**);
- b) describe how the data will be utilized and analyzed (**Data Release Request Point 3**);
- c) describe how the data will be presented and reported (**Data Release Request Point 4**);
- d) describe all individuals who will be requesting and handling the data (**Data Release Request Point 5**);
- e) indicate the estimate date the data is needed (**Data Release Request Point 6**);
- f) indicate the desired medium of release (**Data Release Request Point 7**); and
- g) provide a detailed overview of all security procedures that will be used in the handling of such data (**Data Release Request Point 8**).

- I. **Types of Data**, for the 2014-15 School Year and the 2015-16 School Year, fall into one of the following categories:

Data Request #1: Student level spring 2015 ACT/PLAN/EXPLORE ("ACT Suite") information in order to generate performance level rates for students with disabilities at the secondary level and to compare the performance of students with disabilities to the performance of students without disabilities. The elements from the ACT Suite requested are: WISER ID and performance scores on each of the subtests and the composite. Also include the WY scale scores.

Data Request #2: Student level spring 2015 PAWS information in order to generate performance level rates for students with disabilities at grades 3-8 and to compare the performance of students with disabilities to the performance of students without disabilities. All data elements from the PAWS files are requested including growth data (SGP and AGP). All alternate assessment scores at all grade levels are also requested.

Data Request #3: Student level information from the fall 2014 and fall 2015 WDE 684 special education component in order to analyze and report out on the characteristics of students with disabilities. All data elements from the special education component are requested.

Data Request #4: Student level information from the June 2015 WDE 684 special education component in order to analyze and report out on the characteristics of students with disabilities and to report out on the exiting status of students with disabilities. All data elements from the special education component are requested.

Data Request #5: Student information from the fall 2014 and fall 2015 WDE 684 file in order to examine the enrollment patterns of students with disabilities once they leave special education and to compare the characteristics of students with disabilities to the characteristics of students without disabilities. In addition, information from the WDE 684 will be used to report out on aggregated results by subgroup for the Instructional Foundations for Kindergarten assessment. All data elements from the WDE 684 are requested.

Data Request #6: Student level discipline information from the 2014-2015 WDE 636 in order to generate discipline, suspension, and expulsion rates for students with disabilities and how they compare to rates for students without disabilities. All data elements from the special education component are requested.

Data Request #7: Student level 2013-2014 graduation and drop-out information in order to provide districts with information on their graduation and drop-out cohorts at the annual data share-out. The most recent graduation data is requested.

Data Request #8: Student level fall 2014, spring 2015, and fall 2015 MAP information in order to generate performance level rates for students with disabilities at grades K-10 and to compare the performance of students with disabilities to the performance of students without disabilities. All data elements from the MAP file are requested.

Data Request #9: Student level spring 2015 PAWS growth information in order to generate performance level rates for students with disabilities at grades 3-8 and to compare the performance of students with disabilities to the performance of students without disabilities. All data elements from the PAWS growth file are requested. For 2014-15, this will include student growth percentiles.

Data Request #10: Summary Graduation/Drop-Out Statistics for 2013-2014. This is the data generated by WDE that shows the confidential and public graduation and drop-out rate statistics by school, by district, by state for all students, and for each NCLB subgroup, including students with disabilities. The graduation rates include 4-year, 5-year, and 6-year rates.

Data Request #11: Accountability reports – spring 2015 AYP reports by school and district and the WAEA reports by school. These are reports generated by WDE.

Data Request #12 Summary State-level and district level 2015 Students with Disabilities PAWS data for indicator 3A, 3B, and 3C.

Data Request #13 Student level data from the 2014-15 WDE600 - WISE Attendance and Membership data file. All data elements from this file are requested. Data on all students – students with disabilities and students without disabilities -- is requested.

Data Request #14 Student level data from the 2014-15 WDE 626 early literacy longitudinal data collection is requested.

Data Request #15 Student level data from the fall 2014, June 2015, and fall 2015 WDE 686A – Student demographics for institutions – is requested.

Data Request #16 Student level data from the 2014-15 WDE 567 –institutional schools title 1 part d – is requested.

Table 1 provides an overview of: 1) What data will be requested, when and why; 2) how data will be transmitted, utilized and analyzed; and 3) how data will be presented and reported. **Table 1 addresses Data Release Request Points 1, 3, 4, 6, and 7.** Table 1 is followed by a description of which individuals will be responsible for requesting and handling the data as well as an overview of data security procedures to be employed by all authorized individuals having access to the data.

TABLE 1. Data Being Requested in Order to Comply With General Supervision for IDEA

Data being requested	Estimated date for data request (Point 6)	Medium of release (Point 7)	Reason for request (Point 1)	How data will be analyzed (Point 3)	How data will be reported (Point 4)
1. Student level ACT/PLAN/EXPLORE (“ACT Suite”) information in order to generate performance level rates for students with disabilities at the secondary level	The request will be placed by DDE as soon as the data are available and fulfilled by the WDE as soon as possible (Generally in July-August)	Password protected excel spreadsheets sent via DDE’s secure FTP site.	For the purpose of analyzing performance data at the secondary level at the statewide drill down meeting in September, subsequent district drill-down meetings, and the district Data Share-Out.	Student level ACT Suite data will be matched by WISER ID with other special education data. ACT Suite results will be analyzed and reported by demographic group and disaggregated by other variables as needed. Comparison to students without disabilities rates will take place to fully understand the data.	ACT Suite data will be matched by WISER ID with student level special education data and provided in summary reports to the WDE special programs data review team at the statewide drilldown and district drilldown sessions. No ACT-related reports will be shared with persons other than WDE special programs staff members and district special education directors
2. Student level PAWS information in order to generate performance level rates for students with disabilities at grades 3-8. This includes PAWS and PAWS-ALT and data.	The request will be placed by DDE as soon as the data are available and fulfilled by the WDE as soon as possible (Generally in July-August)	Password protected excel spreadsheets sent via DDE’s secure FTP site.	For the purpose of analyzing performance data at the elementary and middle school level at the statewide drill down meeting in September, subsequent district drill-down meetings, and the district Data Share-Out.	Student level PAWS data will be matched by WISER ID with other special education data. PAWS results will be analyzed and reported by demographic group and disaggregated by other variables as needed. Comparison to students without disabilities rates will take place to fully understand the data.	PAWS data will be matched by WISER ID with student level special education data and provided in summary reports to the WDE special programs data review team at the statewide drilldown and district drilldown sessions. No PAWS-related reports will be shared with persons other than WDE special programs staff members and district special education directors.
3. Student level information from the WDE 684 special education component in order to analyze and report out on the characteristics of students with disabilities. This includes K-12 and Pre-K student data.	The request will be placed by DDE as soon as the data are available and fulfilled by the WDE as soon as possible (Generally in January-	Password protected excel spreadsheets sent via DDE’s secure FTP site.	For the purpose of analyzing performance data at the secondary level at the statewide drill down meeting in September, subsequent district drill-down meetings, and the district Data Share-	Special education enrollment data will be matched by WISER ID to other data sources and analyzed and reported out by various demographic groups (e.g., race/ethnicity,	Special education enrollment data will be matched by WISER ID and provided in summary reports to the WDE special programs data review team at the statewide drilldown and district drilldown sessions. No special education-related reports will be shared with persons other than WDE special programs staff members and district special

Data being requested	Estimated date for data request (Point 6)	Medium of release (Point 7)	Reason for request (Point 1)	How data will be analyzed (Point 3)	How data will be reported (Point 4)
	February)		Out.	primary disability, ELL, grade level, etc.) and disaggregated by other variables as needed.	education directors.
4. Student level information from the June WDE 684 special education component in order to analyze and report out on the characteristics of students with disabilities and to report out on the exiting status. This includes K-12 and Pre-K student data.	This request will be placed by DDE as soon as the data are available and fulfilled by the WDE as soon as possible (Generally in August-September)	Password protected excel spreadsheets sent via DDE's secure FTP site.	For the purpose of analyzing demographic data at the statewide drill down meeting in September, subsequent district drill-down meetings, and the district Data Share-Out.	Special education enrollment data will be matched by WISER ID to other data sources and analyzed and reported out by various demographic groups (e.g., race/ethnicity, primary disability, ELL, grade level, etc.) and disaggregated by other variables as needed.	Special education enrollment data will be matched by WISER ID and provided in summary reports to the WDE special programs data review team at the statewide drilldown and district drilldown sessions. No special education-related reports will be shared with persons other than WDE special programs staff members and district special education directors.
5. Student information from the WDE 684 file in order to examine the enrollment patterns of students with disabilities once they leave special education. This includes all students on the enrollment file.	The request will be placed by DDE as soon as the data are available and fulfilled by the WDE as soon as possible (Generally in January-February)	Password protected excel spreadsheets sent via DDE's secure FTP site.	For the purpose of analyzing demographic/performance data at the statewide drill down meeting in September, subsequent district drill-down meetings, and the district Data Share-Out. For the purpose of reporting out on IFK data by subgroup.	Enrollment data will be matched with student level special education data analyzed by WISER ID and reported out by various demographic groups (e.g., race/ethnicity, primary disability, ELL, grade level, etc.). In addition, student level enrollment data will be matched by WISER ID with the IFK data. IFK results will be analyzed and reported by demographic group and disaggregated by other variables as needed.	Enrollment data will be matched by WISER ID with student level special education data and provided in summary reports to the WDE special programs data review team at the statewide drilldown and district drilldown sessions. No special education-related reports will be shared with persons other than WDE special programs staff members and district special education directors. In addition, WDE684 data will be matched with student level data collected on the IFK and reported by demographic subgroup; for the IFK, no results will be reported where the student count is fewer than 10 students.
6. Student level discipline information from	The request will be placed by DDE as	Password protected excel	For the purpose of analyzing performance data	Student level discipline data will be matched	Discipline data will be matched by WISER ID with student level special education data and

Data being requested	Estimated date for data request (Point 6)	Medium of release (Point 7)	Reason for request (Point 1)	How data will be analyzed (Point 3)	How data will be reported (Point 4)
the WDE 636 in order to generate discipline, suspension, and expulsion rates for students with disabilities	soon as the data are available and fulfilled by the WDE as soon as possible (Generally in September-October)	spreadsheets sent via DDE's secure FTP site.	at the statewide drill down meeting in September, subsequent district drill-down meetings, and the district Data Share-Out.	by WISER ID with other special education data. Discipline results will be analyzed and reported by demographic group and disaggregated by other variables as needed.	provided in summary reports to the WDE special programs data review team at the statewide drilldown and district drilldown sessions. No discipline-related reports will be shared with persons other than WDE special programs staff members and district special education directors.
7. Student level graduation and drop-out information in order to provide districts with information on their graduation and drop-out cohorts.	The request will be placed by DDE as soon as the data are available and fulfilled by the WDE as soon as possible (Generally in November-December)	Password protected excel spreadsheets sent via DDE's secure FTP site.	For the purpose of analyzing performance data at the statewide drill down meeting in September, subsequent district drill-down meetings, and the district Data Share-Out.	Student level data will be organized by district and provided to special education directors at the data share-out. This data won't be matched to other data sources.	Student level data will be organized by district and provided to special education directors at the data share-out. This data won't be matched to other data sources.
8. Student level fall and spring MAP information in order to generate performance level rates for students with disabilities at grades K-10	The request will be placed by DDE as soon as the data are available and fulfilled by the WDE as soon as possible (Generally January-February for fall data and August-September for spring data)	Password protected excel spreadsheets sent via DDE's secure FTP site.	For the purpose of analyzing performance data at the statewide drill down meeting in September, subsequent district drill-down meetings, and the district Data Share-Out.	Student level MAP data will be matched by WISER ID with other special education data. MAP results will be analyzed and reported by demographic group and disaggregated by other variables as needed.	MAP data will be matched by WISER ID with student level special education data and provided in summary reports to the WDE special programs data review team at the statewide drilldown and district drilldown sessions. No MAP-related reports will be shared with persons other than WDE special programs staff members and district special education directors.
9. Student level PAWS-growth information in order to generate performance level rates for students with disabilities at grades 3-8. This includes adequate growth percentile and student growth percentile	The request will be placed by DDE as soon as the data are available and fulfilled by the WDE as soon as possible (Generally in July-August)	Password protected excel spreadsheets sent via DDE's secure FTP site.	For the purpose of analyzing performance data at the elementary and middle school level at the statewide drill down meeting in September, subsequent district drill-down meetings, and the	Student level PAWS data will be matched by WISER ID with other special education data. PAWS results will be analyzed and reported by demographic group and disaggregated by	PAWS growth data will be matched by WISER ID with student level special education data and provided in summary reports to the WDE special programs data review team at the statewide drilldown and district drilldown sessions. No PAWS-related reports will be shared with persons other than WDE special programs staff members and district special

Data being requested	Estimated date for data request (Point 6)	Medium of release (Point 7)	Reason for request (Point 1)	How data will be analyzed (Point 3)	How data will be reported (Point 4)
scores.			district Data Share-Out.	other variables as needed.	education directors.
10. Summary Graduation/Drop-Out Statistics. This is the data generated by WDE that shows the confidential and public graduation and drop-out rate statistics by school, by district, by state for all students, and for each NCLB subgroup, including students with disabilities. The graduation rates include 4-year, 5-year, and 6-year rates.	The request will be placed by DDE as soon as the data are available and fulfilled by the WDE as soon as possible (Generally in December)	Password protected excel spreadsheets sent via DDE's secure FTP site.	For the purpose of analyzing performance data at the statewide drill down meeting in September, subsequent district drill-down meetings, and the district Data Share-Out.	The public and confidential rates will be compared over time and across subgroups. Since this is summary level data, it won't be matched by WISER ID.	These graduation rates will be provided in summary reports to the WDE special programs data review team at the statewide drilldown and district drilldown sessions. No graduation/drop-out reports will be shared with persons other than WDE special programs staff members and district special education directors. This data won't be matched to other data sources.
11. Accountability report data by school and district. This includes AYP data and WAEA data reports.	The request will be placed by DDE as soon as the data are available and fulfilled by the WDE as soon as possible (Generally September)	Password protected excel spreadsheets sent via DDE's secure FTP site.	For the purpose of analyzing performance data at the statewide drill down meeting in September, subsequent district drill-down meetings, and the district Data Share-Out.	This information will be analyzed by school and district and will be examined over time. Since this is summary level data, it won't be matched by WISER ID.	These data will be provided in summary reports to the WDE special programs data review team at the statewide drilldown and district drilldown sessions. No summary data will be shared with persons other than WDE special programs staff members and district special education directors. This data won't be matched to other data sources.
12. Summary AYP and PAWS participation and proficiency data by state and district for Indicator 3A, 3B, and 3C as reported on the SPP and for focused monitoring and drill-down. This is the data generated by WDE that shows which schools and districts met AYP and which did not on the students with disabilities subgroup. This	The request will be placed by DDE as soon as the data are available and fulfilled by the WDE as soon as possible (Generally in December)	Password protected excel spreadsheets sent via DDE's secure FTP site.	For the purpose of analyzing performance data at the statewide drill down meeting in September, subsequent district drill-down meetings, and the district Data Share-Out. For purposes of reporting out on Indicators 3A, 3B, and 3C.	The confidential rates will be compared over time and across subgroups. Since this is summary level data, it won't be matched by WISER ID.	These proficiency and participation rates will be provided in summary reports to the WDE special programs data review team at the statewide drilldown and district drilldown sessions. No reports will be shared with persons other than WDE special programs staff members and district special education directors. The data will also be used to generate results for indicators 3A, 3B, and 3C for the SPP. This data won't be matched to other data sources.

Data being requested	Estimated date for data request (Point 6)	Medium of release (Point 7)	Reason for request (Point 1)	How data will be analyzed (Point 3)	How data will be reported (Point 4)
also included the confidential proficiency and participation rates by subject area by grade level for each school, district, and state for all students and for each NCLB subgroup including students with disabilities.					
13. Student level information from the 2014-15 WDE 600 attendance file in order to report out on attendance rates.	The request will be placed by DDE as soon as the data are available and fulfilled by the WDE as soon as possible.	Password protected excel spreadsheets sent via DDE's secure FTP site.	For the purpose of analyzing attendance data at the statewide drill down meeting in September, subsequent district drill-down meetings, and the district Data Share-Out.	Student level attendance data will be matched by WISER ID with other special education data. Attendance rates will be analyzed and reported by demographic group and disaggregated by other variables as needed. Comparison to students without disabilities rates will take place to fully understand the data.	Attendance data will be matched by WISER ID with student level special education data and provided in summary reports to the WDE special programs data review team at the statewide drilldown and district drilldown sessions. No attendance-related reports will be shared with persons other than WDE special programs staff members and district special education directors.
14. Student level information from the 2014-15 WDE 626 early literacy file in order to report out on K-3 early literacy rates.	The request will be placed by DDE as soon as the data are available and fulfilled by the WDE as soon as possible.	Password protected excel spreadsheets sent via DDE's secure FTP site.	For the purpose of analyzing early literacy data at the statewide drill down meeting in September, subsequent district drill-down meetings, and the district Data Share-Out.	Student level early literacy data will be matched by WISER ID with other special education data. Early literacy rates will be analyzed and reported by demographic group and disaggregated by other variables as needed. Comparison to students without disabilities rates will take place to fully understand the data. These	Early literacy data will be matched by WISER ID with student level special education data and provided in summary reports to the WDE special programs data review team at the statewide drilldown and district drilldown sessions. No early-literacy related reports will be shared with persons other than WDE special programs staff members and district special education directors.

Data being requested	Estimated date for data request (Point 6)	Medium of release (Point 7)	Reason for request (Point 1)	How data will be analyzed (Point 3)	How data will be reported (Point 4)
				data will be used to support the special program's SIMR (State-Identified Measurable Result).	
15. Student level information from the WDE 686A institution demographics file in order to analyze and report out on the characteristics of students with disabilities placed in institutions and to report out on the exiting status. Students without disabilities are also requested to be included.	The request will be placed by DDE as soon as the data are available and fulfilled by the WDE as soon as possible.	Password protected excel spreadsheets sent via DDE's secure FTP site.	For the purpose of analyzing demographic data at the statewide drill down meeting in September and institution-specific meetings.	Special education enrollment data at institutions will be matched by WISER ID to other data sources and analyzed and reported out by various demographic groups (e.g., race/ethnicity, primary disability, ELL, grade level, etc.) and disaggregated by other variables as needed.	Special education enrollment data will be matched by WISER ID and provided in summary reports to the WDE special programs data review team at the statewide drilldown and other institution-related meetings. No special education-related reports will be shared with persons other than WDE special programs staff members and applicable institution personnel.
16. Student level information from the 2014-15 WDE 567 institution title I Part D program evaluation file in order to report out on performance.	The request will be placed by DDE as soon as the data are available and fulfilled by the WDE as soon as possible.	Password protected excel spreadsheets sent via DDE's secure FTP site.	For the purpose of analyzing performance data of students with disabilities in institutions at the elementary drill down meeting in September, and institution-specific meetings.	Student level performance data will be matched by WISER ID with other special education institution data. Performance results will be analyzed and reported by demographic group and disaggregated by other variables as needed. Comparison to students without disabilities rates will take place to fully understand the data.	Performance data will be matched by WISER ID with student level special education data and provided in summary reports to the WDE special programs data review team at the statewide drilldown and other institution-related meetings. No special education-related reports will be shared with persons other than WDE special programs staff members and applicable institution personnel.

II. Individuals Responsible for Handling Data (Data Release Request Point 5): Officials Requesting the Data: Data Request #1 will be made directly to the WDE by Susan Wagner, President of DDE Data.

Authority to Bind the Organization: Susan Wagner has the authority to bind to any agreement signed herein.

In Charge of Day-to-Day Operations: Susan Wagner is in charge of the day-to-day operations involving the use of the data.

Staff Conducting Analyses on Data: In addition to Susan Wagner, senior researcher Tim Walters, Esther Colwell, Blake Wilkes, Matthew O'Keefe of DDE will have access to the data and will assist with analyses.

III. Security plan for the use of data (Data Release Request Point 8):

DDE will employ the following security procedures when handling data:

1. Use the data shared under this agreement for no purpose other than that authorized by the Wyoming Department of Education for purposes of fulfilling the Agreement to the Contract between the Wyoming Department of Education and Data Driven Enterprises, Effective April 1, 2015 through March 31, 2016. DDE further agrees not to share data received with any other entity without prior approval from the WDE.
2. Maintain all data obtained pursuant to this agreement in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to this agreement except as necessary to fulfill the purpose of this project. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this agreement in the same manner as the original data. The ability to access or maintain data under this agreement shall not under any circumstances transfer from DDE to any other institution, entity, or person, without authorization from the WY Department of Education (WDE).
3. Ensure that transmission or transfer of data is done via secured methods by and between Educational Agencies, other institutions authorized to provide data for purposes of this project, and the WDE for purposes of fulfilling the project. This includes: password protecting data files with confidential information if being sent electronically and providing password in a separate communication; and burning password-protected files onto a CD-ROM/DVD/other storage device and shipping via a carrier that tracks their shipments (e.g., FedEx, UPS) and providing tracking information.
4. Not disclose any data obtained under this agreement in a manner that could identify an individual student, except as authorized by FERPA, to any other entity besides WDE. DDE may

publicly report information obtained as authorized by the WDE, but specifically agrees to abide by the "small numbers" policy of excluding all data items that include any group of students less than ten (10), and to report data only in aggregate form only with no identifying information. Additionally, reporting of performance percentages for ten (10) or more students will be capped where applicable as " $\leq 10\%$ " and " $\geq 90\%$ ". Non-public reports may include reports based on fewer than 10 students. For example, at the statewide drilldown, WDE staff members may see results of some subgroups based on fewer than 10 students.

5. Not provide any data obtained under this agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Section 99.31(6) (iii) of Title 34, Code of Federal Regulations.
6. Return to the WDE all data obtained under this agreement when it is no longer needed for the purpose for which it was obtained or upon request from the WDE. Nothing in this agreement authorizes to maintain data beyond the time period reasonably needed to complete the purpose of the request. All data shall be returned to the WDE and any copies maintained by DDE shall be destroyed at the time when WDE attests that the contract is completed and instructs DDE to destroy the data.

Sincerely,



Susan Wagner
President
Data Driven Enterprises
11184 Huron Street, Suite 17
Northglenn, Colorado 80234
303-255-4648
susan@datadrivenenterprises.com