



# Assessment, Screening and Progress Monitoring Made Easy!

Oklahoma Reading Sufficiency Grades K-3

# **Progress made easy for Reading**

- Curriculum-Based Measurement
- Universal Screening/Benchmarking
- Progress Monitoring
- Grades K-3
- Reading and *Mathematics*







### **Basic Tenets of CBM**



- Designed to provide information regarding students' response to intervention.
- Answers the question 'is learning happening within the intervention?'
- Provides diagnostic and benchmark assessments for reading and *mathematics*
- Validated to represent critical growth indicators of student achievement.



# Tier 3 **Diagnostic and** Progress Monitoring Tier 2 Tier 1 Universal Screening/Benchmarking





# **Response to Intervention**

- Progress monitoring essential
- Evaluate the impact of interventions
- Enhance the rate of student learning



# **History**

- University of Oregon, College of Education
- Behavioral Research & Teaching (BRT)
- Development started in January 2006, with a federal grant for a Model
   Demonstration Project on Progress
   Monitoring in Early Literacy in a
   Response to Intervention Framework



# easyCBM Development Guiding Principles



- Universal design access for as many students as possible
- measures are reliable, with evidence to support the
- decisions they facilitate
- audio for math
- limited language requirements for math

Built to motivate students through the assessments

Measures progress for the FULL year!

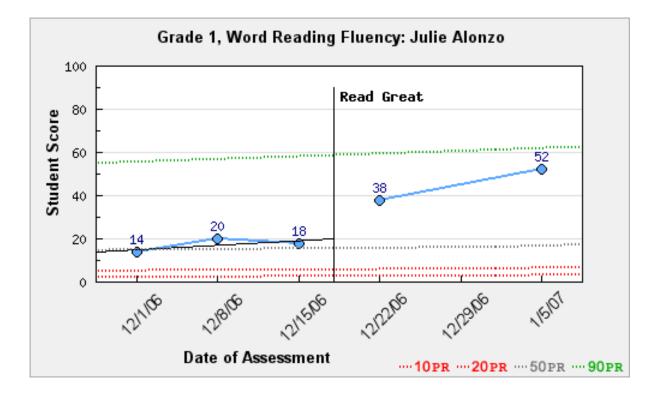


#### **Progress Monitoring Measures**



• Alternate forms MUST be comparable!

If not directly comparable, there is no meaningful interpretation available.





#### easyCBM Provides



- Reading & Math : Grades K-8
- Computer Administration
- Benchmark assessments
- Progress monitoring measures- all availability
- System-level use
- Team access
- Multi Level Reporting
- Student/Group/Class/Building/District performance



#### Content



- Reading K 8
  - Spanish K-2
- Mathematics K-8
- Common Core State Standards





# **Assessments: Alignments**



#### MATHMATICS

- K-8: based on the National Council of Teachers of Mathematics (NCTM) Curriculum Focal Point Standards
- 6-8: report out to Common Core Standards

#### READING

- K-8: based on the 'Big Five' constructs of reading reported in the 2000 National Reading Panel report
- 3-8: report out to a main reading skill and reflect changes brought by Common Core Standards





#### Assessments

# • READING:

- Early Literacy: Phoneme Segmenting, Letter Names, Letter Sounds
- -Fluency: Word Reading Fluency, Passage Reading Fluency
- Spanish Literacy Measures: grades K-2
- -Vocabulary
- -Comprehension
- -Common Core Reading: grades 3-8
- MATH:
  - Numbers and Operations, Geometry, Measurement, Algebra, Ratios, Data Analysis
  - Common Core Math: grades 6-8



# **Reading Scope & Sequence**



#### **READING CURRICULUM BASED MEASURES**

		reading and reporte			These reading areas are based on Common Core State Standards (CCSS).			
				READING				
Grade	Phonemic Awareness	Letter Sounds	Letter Names	Word Fluency	Passage Fluency	Vocabulary	Reading Comprehension	Common Core (Read to Perform a Task, Informational Text, Short Literacy Text)
К				$\checkmark$				
1		$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$			
2				$\checkmark$	$\checkmark$	$\checkmark$		
3				$\checkmark$	$\checkmark$			
4					$\checkmark$	$\checkmark$		
5					$\checkmark$	$\checkmark$		
6					$\checkmark$	$\checkmark$		
7								
8					$\checkmark$	$\checkmark$	$\checkmark$	√



## **Spanish Measures for K-2**



#### SPANISH CURRICULUM BASED MEASURES

	SPANISH									
Grade	Syllable Segmenting	Syllable Sounds	Word Reading Fluency	Sentence Reading Fluency						
К		$\checkmark$								
1		$\checkmark$								
2										



# Math Scope & Sequence



#### MATH CURRICULUM BASED MEASURES

Tł	nese mathematics areas a Mathematics (NCTM	These mathematics areas are based on CCSS.					
		MATHEMATICS					
Grade	Numbers and Operations	Geometry	Measurement	Algebra	Data Analysis	Ratios	Common Core
К				*	*		
1	$\checkmark$	$\checkmark$	*	$\checkmark$	*		
2	$\checkmark$	*	$\checkmark$	$\checkmark$	*		
3	$\checkmark$	$\checkmark$	*		*		
4	$\checkmark$	*			*		
5	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	*		
6	$\checkmark$	*	*	$\checkmark$	*	$\checkmark$	$\checkmark$
7	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	*	*	$\checkmark$
8	$\checkmark$	$\checkmark$				*	$\checkmark$

\* Connections to Focal Points as identified by NCTM. Within the constructs of mathematics, elements are woven in to build the foundation and progress a student to the next level of mathematics and/or topic. For example, as a kindergarten student identifies, duplicates, and extends simple number patterns and sequential and growing patterns, they are receiving foundational preparation for creating rules that describe relationships in algebra (adapted from NCTM Focal Points).



## **Administration Time**



					•	Grade		•	•	
Test Name	Administration Time	к	1	2	3	4	5	6	7	8
Letter Names (B & PM)	1 minute	Х	Х							
Letter Sounds (B & PM)	1 minute	Х	Х							
Phoneme Segmenting (B & PM)	1 minute	Х	Х							
Word Reading Fluency (B & PM)	1 minute	Х	Х	Х	Х					
Passage Reading Fluency (B & PM)	1 minute		Х	Х	Х	X	Х	Х	Х	Х
Multiple Choice Reading Comprehension (B & PM)	20-40 minutes			Х	Х	X	Х	Х	Х	Х
Vocabulary (B)	10-15 minutes				Х	Х	Х	Х	Х	X
Math (B)	15-30 minutes	Х	Х	Х	Х	Х	Х	Х	Х	X
Math Numbers and Operations (PM)	8-15 minutes	Х	Х	Х	Х	X	Х	Х		
Math Geometry (PM)	8-15 minutes	Х	Х		Х					
Math Measurement (PM)	8-15 minutes	Х		Х		X				
Math Numbers, Operations, and Algebra (PM)	8-15 minutes		Х	Х	Х	X			Х	
Math Geometry, Measurement, and Algebra (PM)	8-15 minutes									
Math Algebra (PM)	8-15 minutes							Х		Х
Math Numbers, Operations, and Ratios	8-15 minutes							Х		
Math Numbers, Operations, Algebra and Geometry (PM)	8-15 minutes								x	
Math Geometry and Measurement (PM)	8-15 minutes									X
Math Data Analysis, Numbers, Operations, and Algebra (PM)	8-15 minutes									x

**B** - Benchmarks

**PM - Progress Monitoring** 



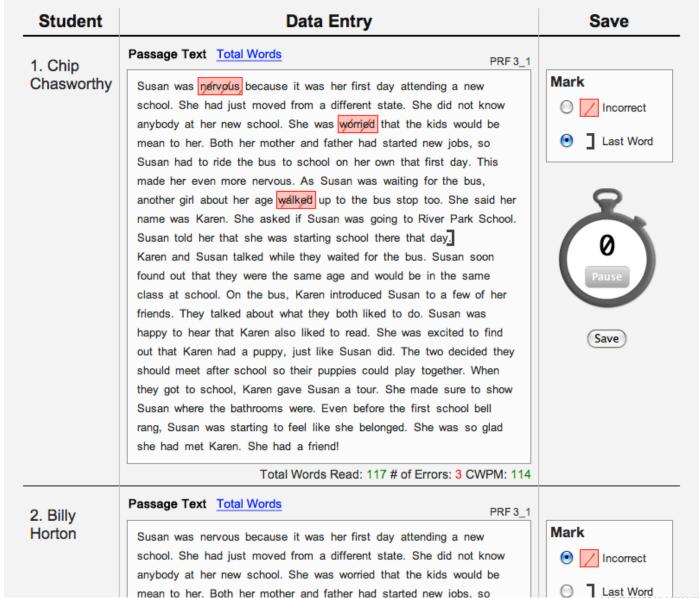
### **Computer Administered**



- Item-level data
- Minimal data entry
- Minimize human error
- Real-time access
- Instant feedback for students



### Online Data Entry and Scoring of PRF Measures



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**Basics** 



## Multiple Levels of Access:

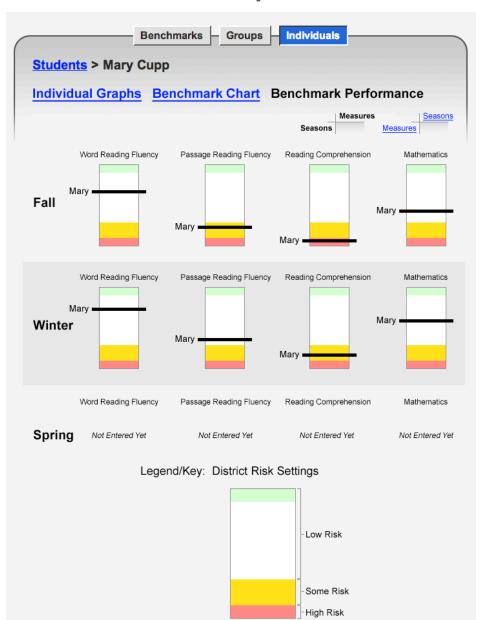
- Administrator
- District
- ≻Building
- ≻Teacher
- Reports:
- district
- ➤ building
- ➤ classroom
- ➤ group
- ➤ student



# Reports



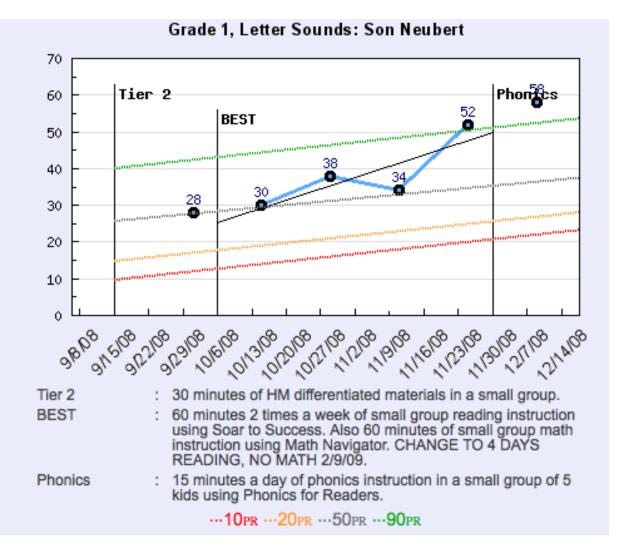
#### **Benchmark Performance Report for Individual Students**





## **Individual Report**





Individual Reports Optimize resources by continuing with proven interventions.



#### Interventions



		— Ber	nchmarks – Groups – Individuals –	
Studen	<u>ts</u> > Int	ervent	ions for Kary Coolbaugh	
Date	Subject	Label	Description	
9/15/2008	Reading	ERI	ERI program in a small group for 15 min. 2-3 times per week.	Edit   Delete

New Intervention



# Create Groups from Class Report based et on Risk Ratings



Fall   <u>V</u>	Vinter   Spring					
Readir	ng   <u>Math</u>					
Grade	2					
Stud	dents Create Student Gr	oups				Export CS
Re	ading Gators		W	RF PRF	MCRC	Risk
	Cancel Create Gro	All	None			N.S.K
	Cleate Glo					
			1	1		
	Student Name	In Group	WRF	PRF	MCRC	Risk
1	Ball, Adalberto		36	65	5	Low
2	Bernier, Alaina		20	30	2	Some
3	Bohman, Janett		8	17	5	High
4	Cupp, Mary	$\checkmark$	6	10	0	High
5	Dimauro, Bobbie		72	132	4	Low
6	Engstrom, Darline		44	64	11	Low
7	Fairfax, Marcene	$\checkmark$	22	29	4	Some
8	Leiser, Perry		60	76	11	Low
9	Macy, Rusty		44	52	5	Low
10	Nelson, Reatha		54	86	6	Low
11	Pitcher, Ross		72	102	9	Low
12	Poore, Christopher		54	92	11	Low
13	Stice, Franklyn		38	51	4	Low
		-				1

Harcourt

### **Benchmark Report for Classes**







# **Building Level**



- Benchmark Reports
  - By Grade
  - By Teacher

_	В	uilding Repo	orts		
11	nchmark Scores <u>Risk An</u> Winter <u>  Spring</u> ng   <u>Math</u>				
	K   <u>Grade 1</u>   <u>Grade 2   Grade 3   Grade 4</u> dents	<u>Grade 5</u>			Export CSV
	Student Name	LS	PS	WRF	Risk 🔻
1	Hulings, Lilliam	4	9	0	5
2	Rayner, Genevive	2	14th	Percentile 2	3
3	Hinojos, Shela	4	10	2	3
4	Rusin, Jesse	6	12	2	2
5	Mcneil, Eneida	6	10	4	2
6	Janney, Sanda	12	0	2	2
7	Gorrell, Clora	8	37	0	2
8	Gerling, Zachery	8	2	2	2
9	Vangilder, Noble	8	12	4	1
10	Scurry, Del	6	14	2	1
11	Morriss, Donald	22	13	14	1
12	Kent, Tracy	6	38	2	1
13	Giuliano, Reggie	36	13	8	1
14	Frase, Laree	6	17	2	1
15	Bouldin, Alfredo	6	38	6	1
16	Worthington, Betsey	22	27	12	0
17	Voigt, Darleen	36	44	14	0
18	Vanleer, Leigh	34	47	22	0

- Risk Analysis
  - By Grade or Teacher
  - Numbers or Percentage



€ 100% v

# **Group Report**



#### Item Analysis

	Easiest to Hardest Items									
ltem	Туре	Students Correct	Percentage	Student Names, Incorrect						
1	Literal	11 of 11	100%							
4	Literal	11 of 11	100%							
3	Literal	11 of 11	100%							
2	Literal	10 of 11	91%	Rusty M						
11	Literal	9 of 11	82%	Rusty M, Margurite W						
10	Inferential	9 of 11	82%	Rusty M, Margurite W						
6	Inferential	9 of 11	82%	Rusty M, Franklyn S						
5	Inferential	9 of 11	82%	Franklyn S, Margurite W						
7	Literal	9 of 11	82%	Franklyn S, Margurite W						
8	Literal	8 of 11	73%	Rusty M, Reatha N, Franklyn S						
9	Inferential	8 of 11	73%	Rusty M, Franklyn S, Margurite W						
12	Inferential	6 of 11	55%	Bobbie D, Rusty M, Franklyn S, Marvis W, Margurite W						

#### **Item Analysis**

It informs teachers of the specific assessment objective for each item on the test and lists the items students found easiest to those students found most challenging.

\* Teachers can use this information to help guide their decision-making in terms of what areas to focus on instructionally.



#### Reports



#### **Grade K Risk Analysis**

Risk Level	Fall	Winter	Change	Winter	Spring	Change	Fall	Spring	Change
Risk 0	49%	47%	2%↓	47%	97%	50% <u></u>	49%	97%	48% <u></u>
Risk 1	6%	29%	23% <u>↑</u>	29%	3%	26%↓	6%	3%	3%↓
Risk 2	18%	9%	<b>9%</b> ↓	9%	0%	9% <b></b>	18%	0%	18%↓
Risk 3	6%	9%	3%↑	9%	0%	9% <b></b>	6%	0%	6%↓
Risk 4	12%	3%	<b>9%</b> ↓	3%	0%	3%↓	12%	0%	12%↓
Risk 5	3%	1%	2%↓	1%	0%	1%↓	3%	0%	3%↓
Risk 6	7%	1%	6%↓	1%	0%	1%↓	7%	0%	7%↓
Totals	100%	100%	-	100%	100%	-	100%	100%	-

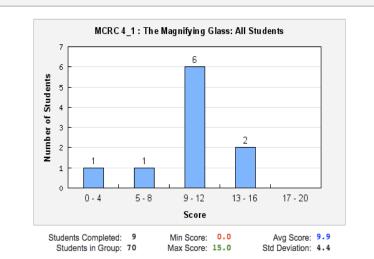
Options: Total | Percentage Intact | Cohort



#### Reports



#### Summary



#### Item Analysis

Top Easiest									
item	Туре	Students Correct	Percentage						
6	Inferential	8 of 9	89%						
8	Literal	7 of 9	78%						
10	Evaluative	7 of 9	78%						
13	Evaluative	6 of 9	67%						
1	Literal	6 of 9	67%						
11	Literal	6 of 9	67%						
17	Literal	6 of 9	67%						
7	Evaluative	6 of 9	67%						
4	Inferential	6 of 9	67%						
5	Literal	6 of 9	67%						

ltem	Туре	Students Correct	Percentage
14	Literal	2 of 9	22%
16	Evaluative	2 of 9	22%
9	Inferential	3 of 9	33%
19	Inferential	3 of 9	33%
15	Inferential	3 of 9	33%
2	Literal	4 of 9	44%
20	Evaluative	4 of 9	44%
3	Inferential	4 of 9	44%
12	Inferential	5 of 9	56%
18	Evaluative	5 of 9	56%

#### **Group Reports**

Provide information helpful for grouping students and **insight into the item types** on which they need more work



### **Group Report**



#### Students

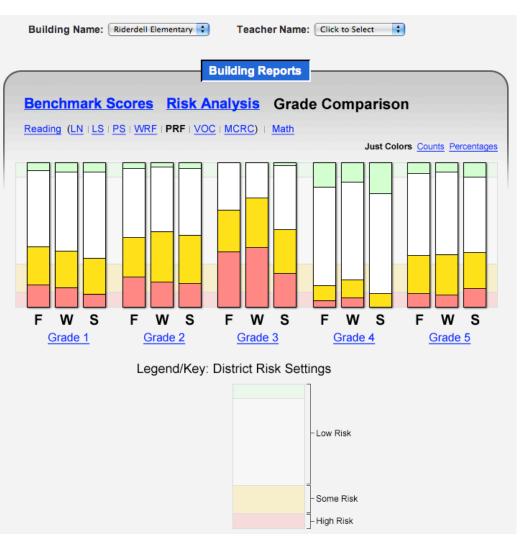
	Student Name		View Test	Score
1	Alaina Bernier	Show Graph		
2	Janett Bohman	Show Graph		
3	Mary Cupp	Show Graph		
4	Bobbie Dimauro	Show Graph	View	11 / 12 (92%)
5	Darline Engstrom	Show Graph	<u>View</u>	12 / 12 (100%)
6	Marcene Fairfax	Show Graph		
7	Perry Leiser	Show Graph	<u>View</u>	12 / 12 (100%)
8	Rusty Macy	Show Graph	<u>View</u>	5 / 12 (42%)
9	Reatha Nelson	Show Graph	<u>View</u>	11 / 12 (92%)
10	Ross Pitcher	Show Graph	<u>View</u>	12 / 12 (100%)
11	Christopher Poore	Show Graph	View	12 / 12 (100%)
12	Franklyn Stice	Show Graph	<u>View</u>	6 / 12 (50%)
13	Margurite Wake	Show Graph	<u>View</u>	6 / 12 (50%)
14	Marvis Wiebe	Show Graph	<u>View</u>	11 / 12 (92%)
15	Chi Wilde	Show Graph	<u>View</u>	12 / 12 (100%)
		Show All Graphs		

#### Student List

At bottom of group report allows teacher to see individual student graph or the actual student assessment.



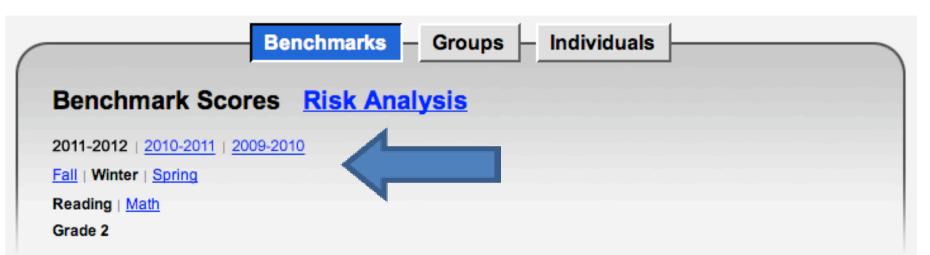
# Grade Comparison Report for Buildings







## Ability to Access Previous Years Data



#### Students

#### Export CSV

	Student Name	WRF	PRF	MCRC	Risk
1	Ball, Adalberto	40	57	4	Some
2	Bernier, Alaina	16	29	4	Some
3	Bohman, Janett	16	16	2	High
4	Cupp, Mary	18	11	1	High
5	Dimauro, Bobbie	84	129	10	Low
6	Engstrom, Darline	54	67	12	Low



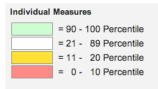
easyCBM

#### **Set District Parameters**

### easyCBM

#### Customize your "Risk Rating" based upon student population and available





Export CSV

#### Students

	Student Name	LS	PS	WRF	Risk
1	Alam, Lorrine	6	12	2	2
2	Ansley, Adolfo	12	31	6	0
3	Belden, Arlena	18	45	16	0
4	Boltz, Collin	4	7	2	4
5	Covert, Reynaldo	18	40	2	1
6	Follis, Isaias	10	32	6	0
7	Frazee, Darwin	6	23	2	2
8	Greenidge, Rogelio	12	37	2	1
9	Hardwick, Jarrett	8	5	2	2
10	Hopkin, Lonnie	4	0	0	6
11	Krouse, Myrtle	2	17	2	3
12	Levay, Roland				
13	Louder, Mae	10	11	2	1
14	Michelson, Glendora	10	33	4	0
15	Northrup, Wesley	28	56	18	0
16	Novy, Hortensia	4	0	2	5
17	Oviatt, Louie	10	29	2	1
18	Perrotta, Jodee	4	23	2	3
19	Postell, Ulysses	30	38	48	0
20	Sirianni, Mickey	6	39	8	1
21	Staten, Arlen	16	36	10	0
22	Toledo, Ernie	14	18	2	1
23	Verrett, Kip	14	5	2	2
	Averages	11	24	6	2

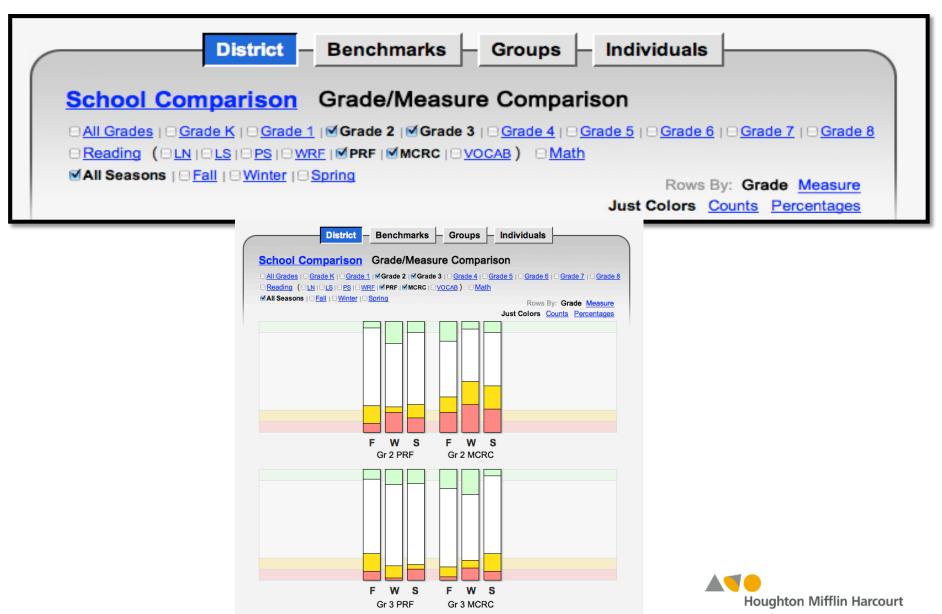
Three Measures Taken	Points	Risk
	0	Low
	1	Low
	2	Some
	3	Some
	4	High
	5	High
	6	High
Two Measures Taken	Points	Risk
Two Measures Taken	Points 0	Risk Low
Two Measures Taken		
Two Measures Taken	0	Low Some
Two Measures Taken	0	Low
Two Measures Taken	0 2 3	Low Some
Two Measures Taken	0 2 3 4	Low Some Some High

determining risk and therefore may be at risk.

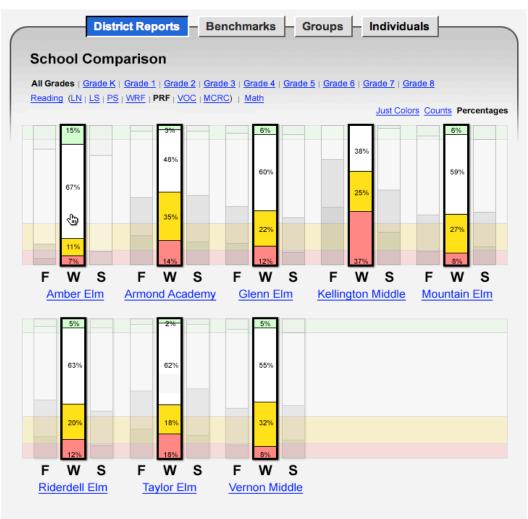


### District-wide Grade and Measure Comparison Report





# *easyCBM* School Comparison Report for the District



Legend/Key: District Risk Settings





# PROCESS



- District
  - determine system settings
  - implement universal screening
  - run benchmark and risk analysis reports
- Teacher
  - create groupings
  - document and provide interventions
  - assign measures
  - progress monitor
  - analyze results
  - adjust instruction and intervention accordingly



### **Benefits**



- Multi-level Reporting
  - Individual and Group
  - Intervention Planning
  - Risk Analysis
- Simple and Flexible Administration
- Computerized Scoring and Tracking
- Cost Effective
- Research-Based and Kid Centered



### To Recap:



- *easyCBM* is a valuable assessment tool for:
  - -Benchmarking (universal assessment)
  - Progress Monitoring (intervention effectiveness)
- *easyCBM* provides documentation of ongoing intervention plans, goals, and student response to intervention.
- Information derived from *easyCBM* assessments can inform instructional decision-making at all levels: district, school, classroom, and student.





#### K-3 Formative Reading Assessment Rubric



Oklahoma State Department of Education 2500 N Lincoln Blvd. Oklahoma City, OK 73105

Formative Assessments are repeated measurement of academic performance to inform instruction of all students in grades K-3. It is conducted at least three times a year to (a) provide rates of improvement based on data, (b) identify students who are not demonstrating adequate progress and/or (c) analyze different forms of instruction to design more effective, individualized lessons.

**Progress Monitoring** is used to assess on-going students' academic performance and evaluate the effectiveness of instruction. Progress monitoring can be implemented with individual students or an entire class on an on-going basis.



#### ASSESSMENT TOOL



Name of K-3 Formative Assessment: easyCBM\*

Publisher: <u>The Riverside Publishing Company is the exclusive distributor of the district version of this product</u>, which is produced by the University of Oregon's College of Education Behavioral Research and Testing (BRT) group.

Copyright Date: 2005

This review is intended for use in grade: K-3

Is this a grade level assessment used to identify where students' skill levels are in comparison to grade level expectations? • yes on o

The tool assesses one or more of the following dimensions (Check all that apply):

- Listening Comprehension
- Vocabulary
- Phonemic Awareness
- Decoding (Phonics)
- Word Identification
- Passage Reading (Fluency)
- Comprehension
- Spelling
- Other (Eist specific skills or subtests) Mathematics

TIME, ADMINISTRATION, AND FREQUENCY

individual Assessment format (Check all that apply): group . computer-administered # of forms per grade: <u>17-20</u> When are Formative Assessments administered? Administration can align with the State's fimeline. Administration time of Formative Assessment minutes per assessment 1-3 Additional scoring time: minutes Discontinue Rules: ves 'nο -Administration time of Progress Monitoring 1-30 minutes per assessment N/Δ Additional scoring time: minutes

How often are Progress Monitoring assessments administered? Administration can align with the State's timeline.

#### Scoring

Does the assessment provide scores on level performance?

∎ yes ⊡ no

If yes, please check all that apply.

- raw score
- standard score
- percentile score
- grade equivalents

April 2013





ci normal curve equivalents ci stanines. developmental benchmarks c) subscale/subtest scores. composite scores. c: error analysis Other (specify):

Are benchmarks provided indicating adequate performance for each assessment administered?

ves nd

What is the basis for specifying minimum acceptable end-of-year performance?

Norm-referenced
 Criterion-referenced

Specify the number of benchmarks here 3

What is the basis for specifying these benchmarks?

Norm-referenced
 Criterion-referenced
 Orher

Professional Development

Time required for training of the assessment:	less than 1 hour of training 1-4 hours of training 4-8 hours of training information not available
Is training on-going throughout the school year?	yes nC*
Training included in cost of the assessment:	yes nc**

- \* The system includes embedded training videos that are available on demand as well as recorded webinars.
  \*\* easyCBM Basic and IT training are delivered via live webinar. The cost for both webinars, which assumes up to 50 participants in the Basic training and 5 participants in the IT training, is \$200.00. Additional onsite Professional Development is \$2,750.00 a day.





#### Page 1 of 3

2013 easyCBM<sup>™</sup> Oklahoma Reading Sufficiency Order Form (Orders carnot be processed without completing this form)

Date \_\_\_\_/\_\_\_/\_\_\_\_

📋 New Customer 🛛 📋 Renewal

#### Payment Information

Please enclose a check, money order, or valid purchase order with all orders.

Purchase Order enclosed. Number	IMPORTANT NOTE FOR CREDIT GARD USERS:
Check enclosed. Number	For your security, we can only accept credit card orders by phone at 900.323.9540.

Money Order enclosed.

Charge to: (See note above)	Ship to: (If different from billing address)
Nane	Kame
Position	Position
Organization	Organization
Billing Address	Shipping Address
CityStateZp	City State Zip
Phone () Fax ()	Phone () Fax ()
Envi	Fmail

#### \*REQUIRED INFORMATION: ("YOUR ORDER WILL NOT BE PROCESSED WITHOUT THIS INFORMATION.)

Test Administrator: (Please list the centact who will be the easyCBM Account Holder.) Note: This person is the primary test and IT centact, assigns roles, and gives permissions.	Data Administrator: (if different from Test Administrator) Note: This person will be responsible for school system restering files
Name	Name
Position	Organization
Aldress	AddressStateZip
otry	Phone: ()Fax () Enail address*  (*REQUIFIED)

Requested District Abbreviation for easyCBM Web Address: (i.e., Smithfield School District = Smithfield.ga.easycbm.com)

> Continued, next page Prices are valid until December 31, 2013 and are subject to change without notice.

> > hmhco.com • 800.323.9540



Riverside



#### Page 2 of 3

#### 2013 easyCBM Oklahoma Reading Sufficiency Order Form, Continued

easyCBM

Per Student License - Unlimited Use

	Code Number	Price Per Student	Number of Stu	Gents	Total Price
asyCBM: Initial asyCBM: Renewal	Y21-1493821 Y21-1493822	\$3.00 \$3.00	x\$ x\$		
		**	Vinimum purchase of 1	00 licenses.	
Training and Profe	ssional Development	Code Numbe	r Quantity	Price	Total Price
REQUIRED* New Custome	r easyCBM Training	Y21-1496890		\$200.00	
Training is a required compone integration and basic functional cost. Additional easyCBM Basic	nt of purchasing easyCBM. Training ifly of the system. Both trainings are : Trainings can be purchased separa	covers data included in the tely.			
'Required for new customers	s only.				
This required training is fo	<ul> <li>Web Session (REQUIRED) or IT staff that will be responsible for data system. This one-hour session is limited to astomers.</li> </ul>	integration and o 5 participants			
training is designed for ed	ing <i>(REQUIRED)</i> solon covers the basic functionality of the lucators who will use easyGEM at any lev essions may be purchased for a greater r	el and is limited to			
development which can addres of RTI, CBM, and/or using Data	hase sessions of customized professi as a variety of advanced topics cover to Drive Decisions. This full-day trai	ring aspects ining provides		\$2,750.00	
	ment for a maximum of 40 participa ns may be purchased for a greater n or for separate training sites.				
single locátion. Multiple sessión teachers (40 in each session) o NOTE: A cancellation fee of \$2,	ns may be purchased for a greater n	umber of training session	Comț	wete Order Tota	I tt
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#### 2013 easyCBM Oklahoma Reading Sufficiency Order Form, Continued

#### EASYCBM SUBSCRIBER AGREEMENT

Terms and Conditions of Use

EAS/CEM service (the "Service") is a web-based benchmark and progress manitoring reporting service that permits school districts and agencies to enter student EAS/CEM data and administrative data (policitively "Data") and generate automated reports. EAS/CEM was developed by the Behavioral Research and Teaching center ("BRT") at the University of Oregon. The Riverside Publishing Company "Riverside") is the exclusive distributor of the EASYCEM service.

Upon completion of the attached Order Form, and payment to Riverside, You, as a Subscriber, hereby agree to be legally bound by the terms and conditions of this Agreement.

1. Definitions. As used in this Subscriber Agreement, the following terms shall have the meanings set forth below:

- "Agreement" means this Subscriber Agreement and the Order Form.
- "Order Form" means the order form attached to this Agreement that includes pricing and subscription information regarding Subscriber's purchase of the Service and associated training
- "Subscriber" means the Riverside authorized purchaser of the Service who has agreed to be bound to the terms and conditions of this Agreement by signing the order form in the required field.
- "Users" means individual humans who are authorized by Subscriber to use the Service.

2. Upon payment and execution of this Agreement, Riverside grants to Subscriber, a limited, non-evolutive, revocable license to permit Users access to the Service pursuant to the terms and conditions hereunder, and he non-exclusive, non-transferable, right to do the following for non-commercial education and research purposes only: a, access the EASYCEM System; b, enter Data into the EASYCEM System; and a, generate reports using the EASYCEM System. Subscriber shall not use the EASYCEM System for any other purpose and Subscriber must contact Riverside to request permission to use the EASYCEM System in any other manner

3. Subscriber will provide, or shall require its Users to provide, or have access to the Service through Internet connection (from the classroom, home, or wherever there is a suitable Internet connection).

- 4. Subscriber will designate an administrator/local site facilitator on the order form to serve as the primary contact person regarding the use of the Service (the "Administrator"). This Administrator with
- Disseminate information to Users regarding access to and use of the Service;
- · Provide subscription information, if applicable (for example, where Users are located or assigned) to Riverside; and
- Provide required account information to the Riverside Account Manager and or Riverside Customer Support.

 Subscriber will have an EASYCEM account established with Riverside, whereby Users, each identified by a required unique user name and password are able to log in to the Service, either through Subscriber's facilities or other sites where the Internet can be accessed. In addition, Subscriber hereby grants Fiverside and its duly authorized licensees permission, to the extent that it may be required, to use the district, school or institution name in marketing and promotional materials.

8. Notwith standing anything to the contrary in this Agreement, student records and student information shall not be considered public data and shall not be disclosed to any third party without the prior written consent of Customer; provided, however, that Riverside and the University of Oregon, including its research partners, may use such information to improve EVSYCEW and for educational research purposes in a manner that does not disclose personally identifiable information and such that individual students, teachers, schools or districts may not be identified or derived.

7. Riverside will maintain and provide Subscriber with access to scoring and reporting data for the Subscriber's current contract period (typically twelve (12) monthe) unless limited by special promotions and limited account access based on special pricing. It is the Subscriber's responsibility if they wish, to preserve any scoring and reporting data for their users from previous contract periods or for anthree purposes in a timely manner.

8. Riverside will provide a user manual and associated guides, in electronic format available from the BASYOBM service after login, containing information on EASYOBM functionality.

9. Fiverside will monitor the number of students using the system by Subscriber's Users, or number of user registrations during the subscription period, and notify the Subscriber near the end of the Agreenent term of any additional ServiceFees that exceed the number originally purchased by the Subacriber. In the event of an overage, a follow-up invoice will be sent to the Subacriber to rescance with the number of suberts actually comprising the Subacriber's account. This invoice will be event whether a purchase order to reach has been received from the Subacriber or not, and whether the arround at the purchase order that is advinted by the Subacriber is correct on at A. Berrise's Agreement and the and payable, within their ((3) days of Subacriber to rescan of the Newside. Any provides order to the subacriber to rescan of the invoice (not Reveals Agreement and the guestions control on a A. Berrise's Agreement and the guestion and payable, within their ((3) days of Subacriber to rescan of the Reveals. Agreement and the guestion account of the subacriber to rescan of the Reveals. Agreement and the guestion account of the Reveals. Agreement account of the Reve payments provided by Subscriber to Riverside shall be inevocable and shall be made in U.S. dollars. Subscriber is solely responsible for ensuring that such payments are made to Riverside in accordance with this Section 3b).

10. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership, or principal-agent relationship between the parties; and no party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.

11. Subscriber shall be solely responsible for whom it permits to be Users of the Service. Subscriber further agrees that it shall be solely responsible and liable for all Users of the Service and for any use of a User name. User password, or any other User information associated with the Service. Subscriber understands and agrees that the Service may not be used for any other purpose, or be provided to any other party, than as described herein (including the Order Form).

12. Except as expressly permitted by this Agreement, Subscriber may not resall, UCENEE, ASSIGN or observise transfer this Agreement OR ITS RIGHTS OR OBLIGHTONS HEREINDER to any FERSON OR BVITY Subscriber shall indemnity and held Riverside and BRT termines from any and all claims arising out of the use of the Service or use of the sozing or reporting to determine placement of, or grades for, students,

13. Subscriber agrees that the privacy of User information, and score data is the sole responsibility of Subscriber and its Users. User names, user identification, passwords, and scoring and reporting data. are maintained by Riverside on a secure server. Riverside does not share User or Subscriber information with anyone and: (a) with respect to the User or others the User may specify, the particular User's owninformation only, and (b) with respect to Subscriber's owninformation and the information regarding its Users. The Subscriber acknowledges that prior to using the EASI/CEM service, said Subscriber is obligated to obtain any written parental consent that may be required in accordance with Federal or state laws or school district policies, to enable Subscriber to enter data into the EASYCBM system and to permit use of the Data in accordance with the terms and conditions of this Agreement

14. Riverside and BRT shall retain ownership of and proprietary rights, including but not limited to patent, copyright, trademark and trade secret in the EASYGBM online assessment system, including the benchmark and progress monitoring assessments, scoring guides, manuals, resources, as well as any other Riverside and/or BRT materials, software programs, and associated techniques, concepts, and methodologies that may be used to provide services under the Agreement.

Prices are valid until December 31, 2013 and are subject to change without notice.

3800 Golf Road, Suite 200 Rolling Meadows, IL 60008 P800.323.9540 F 630,467,7192

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# **Scott Dittner Senior Assessment** Consultant 405 820 7000