

EDTECH OUTCOMES-BASED CONTRACT

REQUEST FOR PROPOSAL (RFP)

November 2025

INSTRUCTIONS

READ BEFORE STARTING!

Congrats on taking the next step in your outcomes based contracting journey! The following Request for Proposal (RFP) template is to be used by K-12 district leaders in support of publishing an Outcomes Based Contract (OBC) for educational technology services.

The RFP template is mapped to The Center for OBC's Standard of Excellence which embodies the foundational principles and concepts of OBC, serving as the cornerstone for all related training, tools, and resources. The Standards of Excellence establishes the benchmark for OBCs across the K-12 landscape, balancing the need for robust support with accountability for maintaining high-quality contracts that drive meaningful outcomes for districts, educators, and students.

In the RFP template below, the following colors denote the corresponding actions:

- Text highlighted in **yellow** are places in the RFP template that should be customized to fit unique programmatic needs. While they often include a recommendation, the final input should be refined to fit the district context.
- Text highlighted in **blue** are places to learn more about OBC development and should be removed before RFP publication.
- Text highlighted in **green** are examples of inputs to reference. These samples should be swapped with information that best matches the program.

EdTech RFP Template Components

SECTION A: Cover Letter SECTION B: Terms and Definitions SECTION C: Background SECTION D: Program Scope SECTION E: Payment Outcomes and Metrics SECTION F: Rate Card and Payments	SECTION G: Process Outcomes SECTION H: Data Reporting and Security SECTION I: Mutual Accountability SECTION J: Continuous Improvement SECTION K: Proposal Submission Guidelines SECTION L: Evaluation Rubric
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Additional Resources to Reference

- The Center for OBC's Standard of Excellence (EdTech)
- EdTech OBC Contract Template
- EdTech OBC Exemplar Contract
- EdTech OBC Training Slides

Legal Disclaimer

This sample document is the work product of The Center for Outcomes Based Contracting at Southern Education Foundation. This sample document is intended to serve as a starting point only, and should be tailored to meet your specific requirements. This sample document is for informational purposes only, should not be construed as legal advice, and is not a substitute for the advice of an attorney.

SECTION A: COVER LETTER

[School District Name]
[School District Address]
[City, State, Zip Code]
[Date]

Dear Educational Technology Providers,

Re: Request for Proposal – Outcomes Based Contract for Educational Technology Services

[School District Name] is seeking proposals from qualified vendors to provide educational technology services designed to improve student outcomes. This RFP is specifically focused on engaging providers who have demonstrated expertise in evidence-based educational technology interventions and can deliver results under an outcomes based contract.

Our district serves [x] students, with a focus on providing targeted interventions to ensure all students can succeed. The successful provider will work closely with us to provide educational technology services that align with district goals, address identified student needs, and demonstrate measurable outcomes in terms of academic growth.

This RFP is structured as an outcomes based contract that includes upfront funding and contingent outcomes payments tied to success. Outcomes based contracting (also known as performance-based contracting) seeks to drive public resources toward high-performing programs and services that achieve measurable, long-term student outcomes. Payment terms include a base payment and contingent payments, tied to achieving stipulated outcomes.

The successful Provider will form an important partnership with the District to improve student outcomes over the course of the Program and will work with the District to assess the Program's functionality and progress. Ultimately, the District seeks to partner with a Provider that shares its goals for improving student outcomes and will reward that Provider for its success.

Enclosed in this package, you will find the detailed RFP, including the student outcome goals, mutual accountability framework, pricing rate card, submission requirements, evaluation criteria, and timeline. Proposals must be submitted by [xx/xxxx], and the district anticipates making a selection by [xx/xxxx].

We encourage all interested providers who can partner with us on an outcomes based contract to submit their proposals and showcase their ability to help our students meet incredibly important outcomes. Should you have any questions regarding this RFP, please contact [xx], by [xx/xxxx].

We look forward to your submission and the opportunity to collaborate in furthering the academic success of our students.

Sincerely,

SECTION B: TERMS AND DEFINITIONS

The following OBC terms below will be referenced throughout this Agreement:

Accessibility: Solutions are designed so that all learners can perceive, understand, navigate, and interact with them. Tools and platforms exemplify POUR principles: perceivable, operable, understandable, and robust. (See National Center for Educational Materials for more information)

Active Participants: Students who are enrolled in the program, have received the minimum service requirements from the Provider, and have met at least 75% of the prescribed dosage requirements across all four dosage components (prescribed quantity, structured frequency, engagement quality, and dosage measurement). Only active participants are eligible for Contingent Payment calculations.

All-Inclusive Pricing: Costs are presented as an “all in” price per student. Pricing is inclusive of technology platform access, services, professional development, and any necessary changes or innovations needed to meet student outcomes

Base Payment: Payments that are disbursed for contracted product / service delivery

Client Success Manager: A point-of-contact from the Provider who is responsible for the overall partnership health and accountable for the ongoing implementation

Contingent Outcomes Payment: Payments that are disbursed as students achieve the agreed upon outcomes

District: Any organization serving students that enters into a contract with a provider - CMOs, LEAs, regional service centers, county offices of education, state education agencies, etc.

Dosage: The research-backed frequency, duration, and consistency of usage prescribed to optimize student learning outcomes, ensuring that students receive the necessary instructional support to achieve measurable academic gains

Edtech Instructional Intervention: Curricular-based technology that contains standalone academic content, adaptively targets student needs, and acts as a direct student intervention

Efficacy: The effectiveness of teaching methods, educational programs, interventions, or tools in achieving desired learning outcomes. The extent to which a specific educational technology tool demonstrates its capacity to achieve desired educational outcomes

Implementation Success Plan: Comprehensive plan that outlines the activities needed to support and drive implementation consistent with research-based best practices - designed and driven by the provider with input from the district - including but not limited to implementation timeline and key support milestones; professional learning plans for a variety of audiences; continuous improvement process, including frequency of data / report review; office hours and on-demand resources to support implementation and troubleshoot issues; and an assigned Client Success Manager and supporting Provider team. This plan articulates the responsibilities for all parties to improve implementation and drive towards agreed-upon student outcomes

Interoperability: The seamless, secure, and controlled exchange of data between applications

Metric: Includes assessment and measure/metric and threshold

Minimum Service Requirements: Agreed-upon commitments made between a district and provider that establish baseline service delivery standards necessary for achieving student outcomes

Mutual Accountability: Agreed-upon commitments made between a district and provider, ensuring each party is responsible for the achievement of student outcomes

Mutual Accountability Mechanisms: Clear, predefined remedies for unmet partnership obligations that maintain trust and drive desired outcomes by making roles and responsibilities explicit

Outcome: Growth, gains, achievement, etc.

Outcome Payment Cap: Maximum amount paid for each payment outcome in aggregate

Payment Outcomes: Indicators of student success that are tied to payment

Price per Outcome: Amount paid per student for each payment outcome achieved

Privacy: The secure collection, use, and maintenance of personally identifiable student data; aligned to federal and state laws governing schools and data sharing for the purpose of helping students learn and helping educators improve practice

Process Outcomes: Indicators of student success and program implementation that are used to inform ongoing learning and continuous improvement but are not tied to payment

Professional Learning Plan: Baked into the all-inclusive pricing, equips educators with the knowledge and strategies to effectively support students using the program, ensuring ongoing training at no additional cost if further professional learning is needed

Student Outcome: Measurable indicators of student success (e.g., growth, gains, achievement, proficiency) that demonstrate academic progress

SECTION C: BACKGROUND

Outcomes based contracting (also known as performance-based contracting) seeks to drive public resources toward high-performing programs and services that achieve measurable, long-term student outcomes. This outcomes based contract includes an upfront base payment and as well as payments contingent to successfully meeting student outcomes.

A focus on outcomes means the resulting contract will not detail exactly how services are provided. The Provider is entering into an outcomes based contract with the District, wherein [%, (recommended 40%)] of the overall contract value will be contingent on meeting the agreed-upon student outcomes. The contract grants the Provider the flexibility to adapt services to better support student needs and drive priority outcomes, ensuring tailored solutions that address the diverse needs of all learners.

The District seeks a research-based instructional intervention service that is consistent with the [Five EdTech Quality Indicators](#) and [2025 SETDA EdTech Quality Indicators Guide](#) (i.e., safe, evidence-based, inclusive, usable, interoperable). Districts and school leaders are encouraged to choose evidence-based interventions that have been shown to improve student outcomes

DISTRICT STRATEGIC ALIGNMENT:

The Program aims to improve student outcomes in [INSERT SUBJECT AREA AND GRADE LEVELS], which directly aligns with the following district strategic priorities:

- [INSERT DISTRICT PRIORITY 1, e.g., "Close achievement gaps for students performing below grade level in mathematics"]
- [INSERT DISTRICT PRIORITY 2, e.g., "Increase proficiency rates for students in grades 6-8 by 15%"]
- [INSERT DISTRICT PRIORITY 3, e.g., "Provide targeted interventions that support a range of learners, including multilingual students and students with IEPs."]

Through an outcomes based contract, the District and the Provider will work together to increase student growth and proficiency for the targeted group of students while advancing these district-wide goals.

SECTION D: PROGRAM SCOPE

The section below details the timing and students who will participate in the program.

1. LENGTH OF PROGRAM

The program will run approximately [x] weeks, from [Month – Month], excluding district/state testing windows and holidays. This timeline is consistent with the research from the program demonstrating impact.

2. DOSAGE REQUIREMENTS

Based on the Provider's efficacy research with similar student populations, the intervention must meet the dosage parameters below to support achievement of the target outcomes. Dosage refers to the **recommended quantity, frequency, duration, and quality** of an intervention as derived from research and must be observable, measurable, and easily trackable.

- Note: Revise the language below to include prescribed or recommended quantity, frequency, duration, and quality of an intervention derived from efficacy studies and other research. This could consist of minutes, number of lessons, stories, etc. The metric should be based on research, and must be observable as well as easily trackable.

Prescribed Quantity <i>Specify the total amount of intervention research indicates is necessary for students to make meaningful progress. This may include total minutes, number of lessons, activities, or stories per week or per cycle, based on the target grade band and content area.</i>	<i>E.g., Students will complete 4 lessons per week on the platform.</i>
Structured Frequency <i>Describe how often and for how long students should engage in the intervention. Include the ideal number of sessions per week and recommended session duration, aligned to research for the identified student population and content area.</i>	<i>E.g., Students will participate in 2 sessions per week, 20 minutes per session, to complete 4 weekly lessons.</i>
Engagement Quality <i>Identify observable indicators that demonstrate students are interacting with the intervention as intended. These should reflect research-based design principles and signal sufficient cognitive engagement (e.g., pass rates, completion rates, active engagement time).</i>	<i>E.g., Students will remain actively engaged for at least 80% of each session and complete at least 80% of assigned activities.</i>
Dosage Measurement <i>Specify how dosage will be calculated and over what time period (e.g., average minutes per week, total lessons per month, total stories per quarter).</i>	<i>E.g., Dosage will be measured by the average number of lessons completed per student each week.</i>

3. PROGRAM SIZE AND STUDENT POPULATION

The District will identify the participating like-performing students and ensure they can utilize the program to attain at least [%, (recommendation 75%)] of dosage of the program. The Program will serve [x] students. Information about the likely student population is included below. The District shall utilize the [insert assessment and data sources] to determine baseline data and eligibility for participating students. The District shall

determine which students will participate in the Program based on the eligibility requirements. However, note that the makeup of the participating student population finalized by the District and the Provider may not match the table below precisely.

Grade Level of Students	<i>E.g., Rising 7th & 8th Grade Math students</i>
Characteristics of Students	<i>E.g., English Language Learners</i>
Course Enrollment	<i>E.g., Enrolled in M/J Grade 7 Mathematics or M/J Grade 8 Pre Algebra</i>
Selection Criteria	<i>E.g.,</i> <ul style="list-style-type: none"> <i>A previous score of Level 1 to 2.2 on the 2023 Spring Math F.A.S.T.</i> <i>Must have a current average daily attendance rate of at least 80%</i>
Historical Baseline Data	<i>E.g.,</i> <ul style="list-style-type: none"> <i>% of students achieving an SGP of 50+ on the MOY administration of the Star Math Assessment</i> <ul style="list-style-type: none"> <i>Grade 7- 42%</i> <i>Grade 8- 48%</i> <i>% of students achieving an SGP of 66+ on the MOY administration of the Star Math Assessment</i> <ul style="list-style-type: none"> <i>Grade 7- 38%</i> <i>Grade 8- 31%</i> <i>% of students improving by at least 2 achievement buckets from PM3 of the previous school year to PM3 of the current school year on F.A.S.T.</i> <ul style="list-style-type: none"> <i>Grade 7- 40%</i> <i>Grade 8- 46%</i> <i>% of students achieving a Level 3 or higher on Spring Administration of F.A.S.T (PM3)</i> <ul style="list-style-type: none"> <i>Grade 7- 36%</i> <i>Grade 8- 28%</i>
Estimated Total Number of Students by School Site	<i>E.g., Number of students participating by school site (7 sites in total):</i> <ul style="list-style-type: none"> <i>School A (220)</i> <i>School B (235)</i> <i>School C (190)</i> <i>School D (174)</i> <i>School E (155)</i> <i>School F (152)</i>

	School G (124)
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4. IMPLEMENTATION DETAILS

Implementation will be based on the guidance of the research from the Provider. The primary focus is on the student outcomes, and not on how the program is ultimately operated. As long as the program meets the District's minimum service level requirements, the District is open to any other innovations, methodologies, or value-add components the Provider can offer.

The following implementation plan is high level timing of how and when the program will roll out.

Initial Implementation Timeline	
Timeframe	Activity
E.g., July 2024	Initial kickoff meeting
E.g., July 2024	Communications to go out to school leaders and families at participating schools
E.g., August 2024	Baseline assessment administered
E.g., August 2024	First educator professional learning session held for all teachers
E.g., September 2024	Roster of participating students finalized
E.g., December 2024	Interim assessment administered
E.g., April 2025	EOY assessment administered
E.g., May 2025	District receives final data
E.g., July 2025	Final outcomes calculated and payments made

SECTION E: Target Student Outcome (Contingent Payment Outcomes)

The table below outlines the outcomes that will be tied to payment, the metrics that will be tracked to assess outcomes achievement, and the timeframe of when they will be assessed. The Provider is entitled to send a representative to observe the assessment administration, as applicable and appropriate.

Payment Outcome	Metric	Assessment timeframe
<i>E.g., Payment Outcome 1: F.A.S.T. MOY Growth</i>	<i>Student increases by at least 1 achievement bucket from PM1 to PM2 on F.A.S.T.</i>	<i>January 3 - January 9</i>
<i>E.g., Payment Outcome 2: F.A.S.T. EOY Growth</i>	<i>Student increases by at least 2 achievement buckets from PM3 of the previous school year to PM3 of the current school year on F.A.S.T.</i>	<i>May 1 - May 31</i>
<i>E.g., Payment Outcome 3: F.A.S.T. EOY Proficiency</i>	<i>Student achieves a Level 3 or higher on Spring Administration of F.A.S.T (PM3)</i>	<i>May 1 - May 31</i>

Only Active Student Participants who meet the minimum dosage requirements will be included in outcome calculations for Contingent Outcomes Payments.

SECTION F: Rate Card and Payment Structure

The District agrees to compensate the Provider as follows. Costs are presented as an “all in” price per student. Pricing is inclusive of technology platform access, services, professional development, and any necessary changes or innovations needed to meet student outcomes. Wraparound services like project management, curriculum development, technology support, etc, are baked into the per-student price.

Costs cover the necessary implementation for Provider to meet contingent payment outcomes based on their research and to support fidelity of implementation. Provider is not to charge the District for any additional measures needed to meet outcomes. The current price is based on a population of [x] students. The final cost will be determined and scaled based on the total number of rostered students.

1. BASE PAYMENT

The Base Payment is determined by the participating students which have been rostered and scheduled for the intervention.

The Total Base Payment will be calculated by the number of active student participants as agreed upon by the Provider, school, and District within the first 45 days of instructional services. The Parties understand and agree that a Base Payment will be no greater than [\$\$] per student pursuant to Section 3 (Rate Card) table herein and under no circumstances shall the Total Base Payment exceed the maximum indebtedness amount of [\$\$] for all Base Payments under this Agreement. Base Payments will be made within [x, (recommendation 30)] days upon receipt of an invoice and District approval that the minimum payment terms have been met during the billing period, e.g., instructional services were delivered.

2. CONTINGENT PAYMENT

Payments other than the Base Payment are collectively the “Contingent Outcomes Payments”. These make up [%, (recommendation 40%)] of the total contract value. The full Contingent Outcomes Payments and outcomes caps for each are calculated based on the number of active participants as agreed upon by the provider and district within the four-week rostering window. This amount will not exceed [\$XXX,XXX] unless mutually agreed upon by the District and Provider.

The Parties understand and agree that under no circumstances shall the Total Contingent Outcomes Payments exceed the maximum indebtedness amount of [\$] for all Contingent Outcomes Payments under this Agreement, unless mutually agreed upon by the Parties.

3. RATE CARD

The following rate card highlights the agreed upon student outcomes, as well as the base payment and contingent payments for this program. The base payment is the maximum contract amount available for minimum service delivery. The price per outcome is the amount that will be paid per student for each payment outcome achieved. The outcome payment cap is the maximum amount paid for each achieved payment outcome in aggregate.

Rate Card			
Outcome	Metric	Price Per Outcome	Outcome Payment Cap
E.g., Payment Outcome 1: F.A.S.T. MOY Growth	Student increases by at least 1 achievement bucket from PM1 to PM2 on F.A.S.T.	\$2	\$40,000
E.g., Payment Outcome 2: F.A.S.T. EOY Growth	Student increases by at least 2 achievement buckets from PM3 of the previous school year to PM3 of the current school year on F.A.S.T.	\$3	\$60,000
E.g., Payment Outcome 3: F.A.S.T. EOY Proficiency	Student achieves a Level 3 or higher on Spring Administration of F.A.S.T (PM3)	\$3	\$60,000
Base Payment	Paid upon technology enablement	\$8	\$160,000
Total		\$16	\$320,000

4. BASE PAYMENT TIMETABLE

Invoicing for Base Payment will be recorded and submitted by the Provider prior to technology enablement at a rate of [XX] base payment per student per student for 50% of the contracted students. Payments will be made within [XX] days from invoice to payment days upon receipt of an invoice.

Invoicing for any remaining Base Payment will be recorded and submitted by the Provider at the conclusion of the four-week rostering window at a rate of [XX] base payment per student for any additional students served. Payments will be made within [XX] days from invoice to payment days upon receipt of an invoice and District approval that the minimum service requirements have been met during the rostering window.

5. CONTINGENT PAYMENT TIMETABLE

Contingent Payments shall be paid based on the Payment Outcome Timetable below. The Provider will invoice the District for the contingent payments according to the reports provided by the [name of person, office, or provider that will approve payment amounts]. The [name of finance or procurement team/office] will administer payment based on the rate card and validated data and per the invoice provided by the Provider within [XX] days of receipt.

Payment Outcome 1 Timetable		
Milestone	Persons/Party Responsible	Timeline
<i>E.g., Assessment is administered</i>	<i>Individual school sites</i>	<i>January 9 - January 26, 2025</i>
<i>E.g., Data validation of F.A.S.T. MOY Growth (PM2)</i>	<i>District Academic Services Accountability & Assessment Team</i>	<i>February 2, 2025</i>
<i>E.g., F.A.S.T. MOY Growth (PM2) data reviewed and validated by both parties to determine outcomes based payment</i>	<i>District Academic Services, Accountability & Assessment Team, and the Provider</i>	<i>February 9, 2025</i>
<i>E.g., Payment administered based on rate card and validated data</i>	<i>District Purchasing Services</i>	<i>March 15, 2025</i>

[Insert a payment table for each target student outcome within the contract.]

6. FEDERAL FUNDING COMPLIANCE

If the District utilizes federal funds for any portion of payments under this Agreement, the Provider agrees to execute and deliver all required Federal Forms, including but not limited to Federal Regulatory Compliance Statements, Certification Regarding Drug-Free

Workplace Requirements, Certification Regarding Debarment and Suspension, and Non-Collusion Affidavits.

SECTION G: Process Outcomes

Along with using Payment Outcomes to evaluate Program success and impact, the District recognizes that there are multiple ways in which programs can demonstrate progress and various types of data that can be collected to inform program improvements. The District will partner with the Provider to collect and analyze process outcomes to learn and continuously improve the design and implementation of instructional services. Payments are not contingent on process outcomes and are subject to change throughout the program to best serve the needs of the partnership. Process outcomes are early indicators that help you monitor progress payment outcomes.

Process outcomes may include additional data that the Provider will collect or may be measured by existing data and assessments that the school and District can access and share. Below is a list of process outcomes agreed upon by the District and Provider:

Process Outcome	Metric	Data Collection Timeframe
<i>E.g., Student platform usage</i>	<i>E.g, Student maintains 45 total minutes of platform engagement and completes three stories/ lessons per week</i>	<i>Weekly, Beginning 9/13/24; Ending 3/28/25</i>
<i>E.g., Student platform frequency</i>	<i>E.g., Student participates in 3 sessions per week</i>	<i>At the end of each session, Beginning 9/13/24; Ending 3/28/25</i>
<i>Eg. Session Pass Rate</i>	<i>E.g., Student maintains an average session pass rate of 80% of completed sessions</i>	<i>Weekly, Beginning 9/13/24; Ending 3/28/25</i>
<i>E.g., Student Session Satisfaction Surveys</i>	<i>E.g., Student reports at least 80% satisfaction with the platform</i>	<i>Quarterly, Beginning 10/31/24; Ending 4/15/25</i>
<i>E.g., Teacher Satisfaction Surveys</i>	<i>E.g., Teacher reports at least 80% satisfaction with the platform and services</i>	<i>Quarterly, Beginning 10/31/24; Ending 4/15/25</i>
<i>Eg., Educator Professional Learning Completion</i>	<i>Eg., 90%+ of assigned educators complete required training sessions</i>	<i>After each PL session, Beginning 8/15/24; Ending 12/15/24</i>

	<i>within specified timeframes</i>	
<i>Eg., Platform Uptime</i>	<i>Eg., Platform maintains 99%+ availability during instructional hours</i>	<i>Monthly, Beginning 9/13/24; Ending 3/28/25</i>
<i>Eg., Technical Support Response Time</i>	<i>Eg., Provider responds to 95%+ of support requests within 24 hours</i>	<i>Monthly, Beginning 9/13/24; Ending 3/28/25</i>
<i>Eg., Data Reporting Timeliness</i>	<i>Eg., Required reports delivered within agreed timeframes 95%+ of the time</i>	<i>Monthly, Beginning 9/13/24; Ending 3/28/25</i>

SECTION H: Data Reporting and Security

The District and the Provider acknowledge that the program's effectiveness relies on sharing of data to make timely decisions and payments. The following section clarifies the data that will be shared by the District and the security compliance measures that will be followed by both the District and Provider.

1. DATA PRIVACY AND SECURITY COMPLIANCE

Provider shall comply and shall assist District in compliance, in all material respects, with federal and state laws and regulations regarding the privacy of information and confidentiality of student records, including, without limitation, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C § 1232g, the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. § 1232h, and the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501.

Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect District Data from unauthorized disclosure, use, acquisition, destruction, and modification.

[Insert a district checklist of compatibility and / or security requirements, e.g. the systems the district will require the platform to be compatible with and/or exchange data with; secure data exchange; data use, and destruction; etc.]

2. SCHOOL OFFICIAL

To the extent the Provider has a legitimate educational interest in student educational records and information and must access such records and information in order to provide services to District and its employees, agents, teachers, and students, District designates Provider a "school official" within the meaning of FERPA. The provider will be under the direct control of the District with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA. The Provider may use personally identifiable information and education records only for the purpose of performing its obligations under the Agreement and as authorized by the state and federal laws referred to under Data Privacy and Security Compliance above.

3. DATA ELEMENTS

The Data Elements table below outlines the data elements for each metric and who will be responsible for collecting and sharing the data.

Data Element	Purpose	Timeline/Frequency	Responsible for Data Collection, Sharing, & Analysis
E.g., F.A.S.T. (PM2)	Payment Metric	February 2, 2025	District Teams-Academic Services, Accountability & Assessment Team
E.g., F.A.S.T. (PM2)	Payment Metric	June 7, 2025	District Teams-Academic Services, Accountability & Assessment

			<i>Team</i>
<i>E.g., Student platform usage</i>	<i>Process measure</i>	<i>Weekly</i>	<i>Provider</i>
<i>E.g., Student platform frequency</i>	<i>Process measure</i>	<i>Weekly</i>	<i>Provider</i>
<i>Eg. Session Pass Rate</i>	<i>Process measure</i>	<i>After every session</i>	<i>Provider</i>
<i>E.g., Student Satisfaction Surveys</i>	<i>Process measure</i>	<i>Quarterly</i>	<i>District Teams-Academic Services, Accountability & Assessment Team</i>
<i>E.g., Teacher Satisfaction Surveys</i>	<i>Process measure</i>	<i>Quarterly</i>	<i>District Teams-Academic Services, Accountability & Assessment Team</i>

SECTION I: Mutual Accountability

OBCs require increased collaboration, and a strong partnership between the District and the Provider is essential to student success. Both parties agree to be held mutually accountable for achieving the outcomes articulated in this contract.

- The following mutual accountability mechanisms are based on research from edtech instructional intervention best practices as well as other successful OBCs. The mutual accountability mechanisms below should be used as a starting point. Learn how to create your own mutual accountability framework here [\[Link\]](#).

• DISTRICT RESPONSIBILITIES

The District is responsible for providing the accommodations to enable the services to occur. This includes responsibilities as agreed to by the District and the Provider. The District shall ensure that it complies with all reasonable requests and timelines in the provision of data or other materials required by the Provider to perform its obligations.

1. Technology Platform and Services

Responsibility

- The District is accountable to maintain the technology infrastructure necessary to successfully support students' access to the platform.
- The District is required to ensure students can access the platform, meeting hardware, software and bandwidth requirements stated by the Provider.

- The District is required to facilitate students' access to the technology platform and services, as prescribed by the dosage requirements outlined in Section D, including a program start date and total duration

Remedies:

- Threshold Issue [x, (recommendation 5 days)]: If more than [%, (recommendation 10%)], of students cannot access the platform due to District technology issues, the District IT liaison and Client Success Manager meet within 5 business days to diagnose access barriers (equipment failure, bandwidth limitations, firewall issues) and test immediate solutions.
- Implementation Review [x, (recommendation 15 days)]: If access issues remain unresolved, both parties meet to analyze root causes and document agreed adjustments with specific responsible parties, deadlines, and interim workarounds.
- Action Plan [x, (recommendation 10)] business days: District submits corrective plan with technology upgrades, deployment timeline, and responsible staff identified. If issues persist for 30+ days affecting service delivery, District and Provider may mutually agree to remove affected students from roster without Base Payment penalty, or extend contract timeline to account for lost instructional time.

2. Student Dosage Requirements

Responsibility

- The District is responsible for ensuring students receive the prescribed dosage as outlined in Section D, comprising all four dosage components: prescribed quantity, structured frequency, engagement quality, and dosage measurement.

Remedies:

- Collaborative Meeting [x, (recommendation 5 days)]: If, for any two-week period, a student's dosage falls below 75% of the required usage, the District implementation lead and the Provider's Client Success Manager will meet within five (5) business days to review engagement data, identify barriers (including access and scheduling), and implement short-cycle adjustments.
- Continuous Improvement Review [x, (recommendation 15 days)]: If dosage remains below 75%, the Parties will, within fifteen (15) days, conduct a joint review of usage data (including by student subgroup and classroom) and adjust supports, which may include additional teacher training, schedule modifications, differentiated implementation strategies, and/or targeted student interventions.
- Action Plan [x, (recommendation 10)] business days: The District will, within ten (10) business days, submit a written action plan identifying barriers (e.g., schedule conflicts, staff capacity, student engagement) and specifying revised implementation strategies and success metrics.

- If dosage remains below 75% for six (6) or more consecutive weeks despite documented good-faith implementation of the action plan, the District may be required to pay both Base and Contingent Payments for affected students for the applicable period (e.g., semester, pre-winter break), up to the Contingent Payment caps in the Rate Card.
- If, despite rigorous attempts, the District is unable to ensure dosage for specific active participants, the District and Provider may mutually agree to substitute alternative students. In such cases, the outcomes of both the original and substitute students will count for purposes of calculating Contingent Payments, but only one (1) Base Payment will apply.

3. *Professional Learning Attendance*

Responsibility:

- The District is accountable for ensuring educator attendance at professional learning sessions.
- The District should ensure [x, (recommendation 90)]% or more of participating team members attend all teacher and admin Professional Learning Sessions as outlined in the Implementation Success Plan.

Remedies:

- Engagement Meeting [x, (recommendation 5 days)]: If fewer than 90% of assigned educators attend required professional learning sessions, the District instructional lead and Provider meet within 5 business days to review attendance barriers, scheduling conflicts, and determine make-up session dates and formats.
- Implementation Review [x, (recommendation 15 days)]: If attendance remains below 90% after make-up sessions, both parties analyze root causes including competing priorities, insufficient substitute coverage, unclear expectations, or inadequate communication, and adjust professional learning format, timing, delivery method, or participation requirements.
- Action Plan [x, (recommendation 10)] business days: District submits plan to ensure 100% participation including specific strategies such as substitute coverage arrangements, calendar protection, administrative support, or alternative attendance options. Persistent attendance failures below 90% for two consecutive quarters may impact the Provider's ability to deliver effective services.

4. *Implementation Success Plan Adherence*

Responsibility:

- The District is accountable for adhering to the Implementation Success Plan as outlined in Appendix A.

Remedies:

- Should the District fail to adhere to the Implementation Success Plan, including providing necessary support for professional learning, ensuring engagement with a Client Success Manager, or participating in the continuous improvement process, the District and Provider may mutually agree to implement corrective measures.
- The District, in collaboration with the Provider, will submit a corrective action plan within [x, (recommendation 10)] business days outlining steps to fulfill its responsibilities in the Implementation Success Plan. This may include strategies for improving district participation in professional learning, engagement in program oversight, and responsiveness to provider requests for data or feedback.
- If unforeseen circumstances prevent the District from fully engaging in the plan's implementation, the District must establish an alternative strategy, such as assigning additional personnel to oversee implementation or revising internal workflows to ensure timely communication and decision-making.
- If the District's failure to follow the Implementation Success Plan results in disruptions to service delivery for two consecutive months, the Provider may request adjustments to payment terms to account for the delays caused by the District's noncompliance.
- In cases where the District faces extenuating circumstances (e.g., leadership transitions, funding delays, unexpected staffing shortages), the District and Provider may mutually agree to alternative accountability measures that ensure continued progress toward implementation goals without penalizing either party unfairly.

5. Data Sharing with Provider

Responsibility:

- The District is accountable to sharing data with the provider to support the Program as needed.
- The District is required to share student attendance, performance, and other reports outlined in Section J (continuous improvement), as allowable by state and federal law, to enable the Provider to deliver instructionally appropriate content to students.

Remedies:

- Data Access Meeting [x, (recommendation 5 days)]: If the District fails to provide required student data including attendance records, assessment scores, or demographic information within agreed timelines, both parties meet within 5 business days to clarify specific data needs, identify legal or

technical barriers, verify FERPA compliance requirements, and establish alternative data-sharing methods or timelines.

- Technical Review [x, (recommendation 15 days)]: If data sharing remains blocked, both parties engage their respective IT teams and data privacy officers to resolve technical integration issues, clarify state and federal legal requirements, establish secure data transfer protocols, and determine whether data suppression rules or privacy thresholds are preventing sharing.
- Action Plan [x, (recommendation 10)] business days: District submits data provision plan including specific datasets to be shared, delivery schedule with dates, file format specifications, security protocols, and responsible staff with contact information. For students where required data is not provided within 30 days and Provider cannot deliver appropriately differentiated or adaptive services as a result, those students may be removed from Contingent Payment calculations, or District may be responsible for outcome payments regardless of actual results since Provider was unable to provide data-informed instruction.

6. Student Roster Finalization

Responsibility:

- The District is accountable for finalizing the student roster for participation in the program
- The District will have a four-week window from the start of the program to finalize the roster of participating students. During this window, the District may add or remove students from the program, in accordance with the student population description in Section D
- Additional Base Payment will be calculated and paid at the conclusion of this four-week window based on the finalized roster
- Any student who is included in the final roster for accessing the technology platform and tools who meets the contingent outcomes will count for the purposes of calculating Contingent Payments
- The District may add eligible students up to the established total number of students, or by mutual agreement of District and Provider, above that number

Remedies:

- Enrollment Meeting (ongoing during 4-week window): District and Provider meet weekly during the first 4 weeks of the program to review enrollment changes, ensure all eligible students meeting the population criteria are included, process additions and removals according to agreed procedures, and verify data accuracy for billing purposes.

- Late Addition Protocol: Students added to the roster after the 4-week finalization window receive prorated Base Payment calculated from their actual enrollment date rather than the program start date. Students added after week 8 of the program are not eligible for Contingent Payment calculations in the first assessment period but may be included in subsequent assessment periods if they receive adequate program dosage.
- Late Removal Protocol: Students removed from the roster after the 4-week finalization window result in the District paying full Base Payment for those students through the end of the current billing month. Excessive roster fluctuation defined as more than 20% enrollment changes after finalization triggers a special review meeting to assess enrollment forecasting accuracy and may require contract amendment to adjust total student counts or payment terms.
- Should the District be unable to continue to ensure the participation of specific active participants despite rigorous attempts, the District and Provider may mutually agree to substitute alternative students in place of nonparticipating students. Both the old and the new student's outcomes will count for the purposes of calculating Contingent Payments, but only one Base Payment applies

7. Assessment Data for Outcome Calculations

Responsibility:

- The district is responsible for ensuring that each participating student completes the designated assessment(s) within the established testing window, resulting in an available score that can be used for progress monitoring and outcome determination.

Remedies:

- If the district does not ensure that each participating student has a valid assessment score within the agreed-upon testing window, then the district and provider will convene a special review meeting to determine the cause and establish corrective actions, which may include administering make-up assessments or adjusting outcome calculations, student counts, or payment terms.

• PROVIDER RESPONSIBILITIES

The Provider is responsible for delivering instructional intervention services for [insert subject area] throughout the length of the Program. This includes provider responsibilities as agreed to by the District and Provider. The Provider must also ensure that it engages in timely reporting, communication, responsiveness, and collaboration with the District's requests. In order for the Provider to obtain an outcome payment for a student, Provider must meet the following minimum service requirements.

1. Data Security and Privacy

RESPONSIBILITY:

- The Provider is accountable for ensuring student data security and privacy in full compliance with Section H (Data Reporting and Security).
- The Provider will ensure that the platform is available and operational for users without significant downtime, ensuring reliable access to educational resources.
- The provider must maintain secure user authentication mechanisms to verify the identity of users and prevent unauthorized access (single sign-on).
- The platform must be interoperable with student information system and learning management system.
- The platform must be capable of handling anticipated users and content without significant performance degradation.
- The platform must have security measures including data encryption, user access controls, and protection against common cyber threats to safeguard user data and privacy.

REMEDIES:

- Immediate Breach Response **[(Recommendation: 24 hours)]**: Provider must notify the District within 24 hours of discovering any data breach, privacy violation, or security incident, with preliminary incident report including scope of breach, number and identity of affected users, types of data compromised, and immediate containment actions taken to prevent further unauthorized access.
- Security Assessment **[Recommendation: (72 hours)]**: Provider provides comprehensive breach analysis within 72 hours including detailed affected data elements, timeline of the incident, root cause analysis, notification requirements under state and federal law, and detailed remediation plan including specific security enhancements to prevent recurrence.
- Resolution and Accountability: Provider pays all costs associated with breach notification to affected families, credit monitoring services if financial data was compromised, legal consultation for affected parties, and technical remediation.

2. Platform Availability and Technical Support

Responsibility:

- The Provider will ensure that the platform is available and operational for users without significant downtime, ensuring reliable access to educational resources
- The Provider must respond to technical support requests within 24 hours and resolve issues within 72 hours
- The Provider must provide phone, email, and/or video conference support year-round

Remedies:

- Technical Response Meeting (immediate): If the platform experiences downtime exceeding 2 hours or affects more than 25% of users, Provider immediately notifies District leadership and provides hourly status updates until full service is restored, with estimated restoration time and progress reports on troubleshooting efforts.
- Service Recovery Review [x, (recommendation 5 days)]: If technical issues recur or extend beyond 8 hours cumulative in any one-week period, both parties meet within 5 business days to review detailed incident reports, analyze root causes including infrastructure limitations or coding errors, and establish enhanced system monitoring, redundancy measures, or backup systems.
- If tracking data shows consistent implementation challenges across multiple schools, both parties will convene a special implementation review session within [x days, (recommendation 15)] days

3. Implementation Success Plan

Responsibility:

- The Provider is accountable for designing and driving the Implementation Success Plan (Appendix A).
- A completed Implementation Success Plan is to be included in the Appendix at contract execution.
- The Implementation Success Plan should include:
 - Professional learning plans for variety of audiences (e.g., teachers, school administrators, district leaders)
 - Client Success Manager and supporting Provider team
 - A continuous improvement process
 - Office hours to support implementation and troubleshoot issues
 - Implementation timeline and key support milestones
- The Implementation Success Plan is dynamic by design, serving as a foundation for ongoing innovation. The following timeline must be adhered to:
 - Initial Implementation Success Plan: Included in Appendix A with contract execution
 - Refined Implementation Success Plan: To be completed by the Provider and shared with the District within 90 days of the contract start date
 - Continued Innovations: The Implementation Success Plan will be revisited throughout the Continuous Improvement process (Section J) and edits will be made as innovations are needed to support the program. The Provider is responsible for keeping the

Implementation Success Plan updated and reflective of program needs through the length of the contract.

Remedies:

- Should the District fail to adhere to the Implementation Success Plan, including providing necessary support for professional learning, ensuring engagement with a Customer Success Manager, or participating in the continuous improvement process, the District and Provider may mutually agree to implement corrective measures.
- The District, in collaboration with the Provider, will submit a corrective action plan within [x, (recommendation 10)] business days outlining steps to fulfill its responsibilities in the Implementation Success Plan.
- If unforeseen circumstances prevent the District from fully engaging in the plan's implementation, the District must establish an alternative strategy, such as assigning additional personnel to oversee implementation or revising internal workflows to ensure timely communication and decision-making."
- If the District's failure to follow the Implementation Success Plan results in disruptions to service delivery for two consecutive months, the Provider may request adjustments to payment terms to account for the delays caused by the District's noncompliance.
- Should the Provider fail to design and drive an Implementation Success Plan—including professional learning, a client success manager, and a continuous improvement process—the District and Provider may mutually agree to implement corrective measures. These measures may include, but are not limited to:
 - If a designated success manager is not actively fulfilling their role, the Provider must assign a qualified replacement within [x, (recommendation 15)] business days and notify the District of the transition plan.
 - If the Provider remains noncompliant with key elements of the Implementation Success Plan for two consecutive months, the District may withhold the contingent payments until corrective actions are implemented."

4. Data Reporting

Responsibility:

- The Provider is accountable to sharing critical data needed to drive strong implementation and monitor progress towards outcomes.
- Provider will share reports at the classroom, school, and district levels - e.g., platform usage, participation, student performance, and other key metrics of engagement and progress as outlined in Section J (Continuous Improvement) - and details their availability, including how they can be accessed by all parties and the frequency with which they update.
- Provider will share data that is aligned to the dosage requirements outlined in Section D and tracks student progress along with dosage attainment

Remedies:

- Action Plan and Remedies [x, (recommendation 10)] business days: If key reports needed to drive strong implementation and monitor process outcomes are not readily available, the provider will provide appropriate remedies. Provider submits a corrective plan with enhanced reporting capabilities, data validation protocols, additional staff training on data systems, or staffing adjustments to ensure reliable and timely data delivery.

SECTION J: Continuous Improvement

Continuous improvement workgroups will use data to measure impact and support informed, collaborative, and transparent decision-making by and between the District and the Provider. The District and the Provider will also convene no more frequently than every [xx, e.g., two] weeks in evidence-based continuous improvement meetings, according to the Continuous Improvement Structure table below, to discuss Program implementation, progress on payment and process outcomes, and any challenges to student participation with the goal of mutual problem-solving to achieve District goals.

In service of this partnership, the District and the Provider(s) will engage in collaboration and problem-solving in order to more successfully achieve student outcomes. This includes but is not limited to weekly or bi-weekly data review and regular continuous improvement meetings that incorporate:

- Discussion of Program implementation
- Review of progress on payment and process outcomes
- Exploring challenges related to student usage
- Informed, collaborative, and transparent decision-making by and between the District and the Provider
- Mutual problem-solving to achieve District goals

The District expects and requires the Provider to ensure the Provider's participants in the continuous improvement discussions are at the proper role and level in the organization to be able to act upon findings expeditiously. The Provider can expect and require the same of the District.

- The following continuous improvement structure is based on research from edtech instructional implementation services best practices as well as other successful OBCs. Below should be used as a starting point, and learn how to create your own continuous improvement structure here [\[Link\]](#).

Continuous Improvement Structure			
	1) District Data Review Meeting	2) District-Provider Coordination Meeting	3) District-Provider-School Data Review

			Meeting
Purpose	<i>E.g., To discuss monthly data analysis, highlight trends, align on story, prepare to share with all relevant stakeholders</i>	<ul style="list-style-type: none"> • To troubleshoot implementation challenges • To review process outcomes data and make real-time program adjustments 	<ul style="list-style-type: none"> • To support school-level data review & data story • To identify best practices, challenges, and changes to support CI
Stakeholders	<i>E.g., District Data Team, District Academics Team</i>	<ul style="list-style-type: none"> • District Academics Team • Provider Program Coordinator 	<ul style="list-style-type: none"> • District Academics Coordinator • School Program Coordinator • Provider Program Coordinator
Timing of touchpoints	<i>E.g., Monthly, 1 hour</i>	<i>Weekly, 1 hour (data review once a month)</i>	<i>Monthly, 15-30 min per school</i>
Decision-Making	<ul style="list-style-type: none"> • <i>E.g., Determine analyses to share, stories to highlight</i> • <i>Approve report for release</i> • <i>Align on topics to discuss with provider</i> 	<ul style="list-style-type: none"> • <i>Interpret data and data story together</i> • <i>Elevate challenges and align on changes (at school, provider, and district level)</i> 	<ul style="list-style-type: none"> • <i>Elevate challenges and align on changes</i> • <i>Determine what to share with school academics team and teachers</i>

Continuous Improvement (CI) meetings may include but are not limited to the following stakeholders with the respective responsibilities.

Continuous Improvement Stakeholders	Responsibilities
District Team "Owning" Contract	<i>E.g., Manage contract; coordinate among all stakeholders; support in developing and implementing changes</i>

District Procurement/ Contracting Team	<i>E.g., Support contract execution and ongoing management</i>
District Data Team	<i>E.g., Lead data integration and analysis; support identifying data stories</i>
Provider Program Coordinator	<i>E.g., Liaise between provider staff, schools, districts; participate in developing and implementing changes</i>
Provider Leadership	<i>E.g., Support development and implementation of real-time program changes</i>
Provider Staff	<i>E.g., Deliver services; submit data; share qualitative input with coordinator</i>
School Program Coordinator(s)	<i>E.g., Support day-to-day instructional service implementation; participate in developing and implementing changes</i>
School Dept. Leadership	<i>E.g., Support alignment of instructional services to core curriculum; support data storytelling and learnings</i>
School Teachers	<i>E.g., Support implementation of instructional services; liaise with coordinator/provider staff to support students</i>
Students	<i>E.g., Participate in services; provide feedback on the program to support improvement</i>
Parents	<i>E.g., Review individual student results; provide feedback on program</i>

SECTION K: PROPOSAL SUBMISSION GUIDELINES

The sections above in this RFP not only outline the program requirements, but they also mimic the structure of an OBC. Only submit a proposal if your organization is able to partner under an OBC. Below are guidelines for what should be included in a proposal. Please read all details clearly as failure to meet these submission requirements can result in disqualification. All proposals should be formatted in the manner below and include all related information.

I. PROVIDER INFORMATION - In this section, provide information on your organization, its history, and stability. Two pages maximum.

- A. **Basic Information:** Include corporate name and address of corporate headquarters, total staff in your organization. Provide the name, telephone number, email address, and title of the individual who will be District's primary contact for the proposal.
- B. **History:** Give a brief history of your organization, including years it has been in business and experience providing educational technology services.
- C. **References:** Provide three K-12 client references who you have provided relevant services within the last five years, including email address, telephone numbers, and contact names. Please prioritize school districts that have engaged in outcomes based contracting with your organization.
- D. **Subcontractors:** List the names of any subcontractors or partners you may employ to provide the services, including what that subcontractor/partner may provide. If no subcontractors will be used, please state this.
- E. **Previous Default or Litigation:** List any current litigation, previous defaults, outstanding judgments, and/or liens with which you are presently involved. If there is no previous default or litigation, please state this.
- F. **District Affiliations:** Provide information on affiliations you have with the District or District staff. If no district affiliations, please state this.
- G. **Inclusive Practices:** Describe your inclusive practices both within the organization as well as the approach to partnering with students.
- H. **Acceptance of an Outcomes Based Contract:** Provider should clearly state their acceptance of engaging in an outcomes based contract and program.

II. PROVIDER QUALIFICATIONS AND METHODOLOGIES - In this section, describe your ability to meet the needs of the District as described in this RFP, including information on the methodology and procedures you will use to achieve the target outcomes and anything else that will aid us in understanding how you will accomplish them. Seven pages maximum.

- A. **Target Student Population**
 - i. Describe your organization's experience working with this targeted student population.
- B. **Implementation**
 - i. Describe the implementation of your educational technology program. How will your organization help the target student population meet the stated learning outcomes?
- C. **Target Student Outcomes**

- i. What research on the effectiveness of your organization's approach is applicable to the student outcomes we've set? How does the research drive implementation?
- D. **Process Outcomes**
 - i. What additional process outcomes are critical to measure student progress?
 - ii. Describe your organization's approach to progress monitoring partnerships.
- E. **Data Sharing and Security**
 - i. Has your organization ever been part of a data breach?
 - ii. Share your organization's data privacy and security philosophy.
 - iii. How would your organization share data with the District? What would the transfer process look like? What systems would be used? Who would have access? In what format would the reports be? How often would data be shared?
- F. **Mutual Accountability**
 - i. Describe your organization's approach to partnerships. How would you be able to support the mutual accountability requirements outlined in this RFP?
 - ii. Share a high level summary of how your organization would approach creating a Success Implementation Plan.
- G. **Continuous Learning**
 - i. Describe your organization's approach to ongoing feedback cycles with partners. How would you be able to support the continuous learning requirements outlined in this RFP?
- H. **Key Staff**
 - i. Share the key staff and a brief biography of who would be working directly with this program. Include if they're expected to be in person at the district and for what purpose/cadence.
- I. **District Requirements**
 - i. What are the district technology requirements to run a program with your organization? What type of hardware, software, browser, and connectivity is needed? How interoperable is the data from your program with other programs in the district? Is there a single-sign-on? How do students and educators log in? How do they receive tech support?
 - ii. What are the implementation requirements to run a program with your organization? What staff is needed? Communication streams? Etc.

III. ALL OTHER REQUIREMENTS - [insert all other district requirements needed to respond to an RFP. This could include insurance forms, CORI/SORI forms, non-collusion, health and safety certifications, etc].

NOTE: There is no pricing proposal for Providers to submit as part of this RFP as the budget and rate card have been defined in this packet.

SECTION L: EVALUATION RUBRIC

Criteria Category	Description	Points
Outcomes Based Contracting Model	<p>Applicant accepts pricing articulated in the rate card under an outcomes based contracting model.</p> <p><i>Note: Providers who are unable to operate under an OBC will be automatically disqualified.</i></p>	Y/N
Adherence to all District Policies and Requirements	<p>Applicant meets all district policies and requirements.</p> <p><i>Note: Providers who are unable to meet district policies (e.g., insurance) will be automatically disqualified.</i></p>	Y/N
Experience	<p>Applicant has experience and/or an evidence-informed approach to providing [services, e.g., educational technology services] to historically underrepresented student populations.</p> <p>Applicant has successfully worked with other districts under an OBC.</p>	30
Research and Implementation	<p>Applicant has strong research tied to their program and a plan of how they will implement to ensure students get the required dosage.</p> <p>Applicant is able to share reports on a regular cadence to help inform the health of the program.</p>	30
Partnership	<p>Applicant showcases how their workflows align to those outlined in the mutual accountability requirements.</p> <p>Applicant has the staff in place to engage in continuous learning and collaborate effectively.</p>	30
Technology Requirements	Applicant's technology strategy matches that of the district.	10