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STATE OF NEW HAMPSHIRE
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Citizens Services Line 1-800-339-9900

July 14, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Education to **retroactively** renew the contract with Measured Progress, Inc., Dover, New Hampshire (vendor code 175323), in an amount not to exceed \$1,039,433.00, effective upon Governor and Council approval for the period of July 1, 2014 through June 30, 2015, to develop, implement, score, analyze, and report results of a Science Assessment to meet current federal and state requirements. This contract was originally approved by Governor and Council on June 22, 2011 (Item #317) and renewed on July 10, 2013 (Item #94). 20% State Funds and 80% Federal Funds

Funding is available in the accounts entitled Curriculum & Assessment and State Assessment as follows:

	<u>FY15</u>
06-56-56-562020-32600000-612-500942 State Testing	\$207,886.60
06-56-56-562010-64220000-102-500731 Contracts for Program Services	\$831,546.40

EXPLANATION

The Department is requesting that this contract be approved **retroactive** to July 1, 2014 due to the need to determine the availability of federal funds. The Department received Federal Grant Award Notifications for FY15 on July 7, 2014.

The Department, in conjunction with the State Board of Education and the Legislature, is responsible for the on-going implementation of an academically-focused statewide educational improvement and assessment program. As provided in RSA 193-C, the New Hampshire Educational Improvement and Assessment Program (NHEIAP) was established to promote what all New Hampshire students should know and be able to do in core-content areas as defined by the New Hampshire Curriculum Frameworks. Additionally, it was established to develop and implement effective methods for assessing that learning and its application so that local decisions about curriculum development and delivery could be made. Pursuant to

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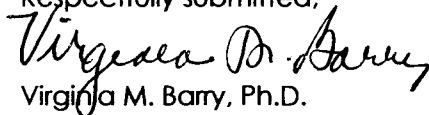
RSA 193-E:1, these frameworks form part of New Hampshire's definition of an adequate public education.

Within NHEIAP, the Department administers the New England Common Assessment Program (NECAP) - Science Assessment for students in grades 4, 8 and 11. The NECAP Science Assessment, which began in 2008, is based on common science assessment targets developed jointly by New Hampshire, Rhode Island and Vermont. It is administered to evaluate the effectiveness of the school and district science program in achieving the overarching goal of science literacy for all students.

The Department of Education would like to exercise its renewal to contract with Measured Progress based upon their extensive work on this project and the strong partnerships they have forged with the state, parents, classroom teachers, principals and superintendents.

Because this contract fulfills both state and federal assessment requirements, the costs are shared between federal and state funds.

Respectfully submitted,

A handwritten signature in black ink that reads "Virginia M. Barry". The signature is written in a cursive style with a large initial "V".

Virginia M. Barry, Ph.D.
Commissioner of Education

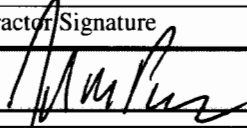
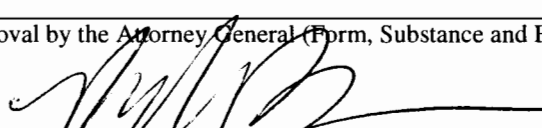
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Subject: New England Common Assessment Program - Science FORM NUMBER P-37 (version 1/09)

AGREEMENT
The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>NH State Department of Education</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>Measured Progress</u>		1.4 Contractor Address <u>100 Education Way, Dover, NH 03820</u>	
1.5 Contractor Phone Number <u>603-749-9102</u>	1.6 Account Number <u>see Exhibit B</u>	1.7 Completion Date <u>June 30, 2015</u>	1.8 Price Limitation <u>\$1,039,433.00</u>
1.9 Contracting Officer for State Agency <u>Scott J. Mantie, PhD, Administrator, Bureau of Accountability</u>		1.10 State Agency Telephone Number <u>603-271-3844</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>John M. Parsons</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Stratford</u> On <u>7-2-14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <u>Janet K. Goodwin</u> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>JANET K. GOODWIN, Notary Public</u> <u>My Commission Expires November 14, 2017</u>			
1.14 State Agency Signature <u>Virginia M. Barry</u>		1.15 Name and Title of State Agency Signatory <u>Virginia M. Barry, Ph.D., Commissioner of Education</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>7/15/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.


4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.


11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

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attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.


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Exhibit A

SCOPE OF SERVICES

Measured Progress, Inc. will provide the following services to the New Hampshire Department of Education beginning July 1, 2014 or the date of Governor and Council approval, whichever is later, through June 30, 2015:

1. Program Management

- a. All students in grades four, eight, and eleven will be assessed in science during three weeks in May for each operational year of the assessment beginning in 2015.
- b. The contractor will ensure that the timing of assessments and the release of the results will fulfill the goals of the NECAP Science Assessment. New Hampshire, Rhode Island, and Vermont intend for the assessments to be administered during a three-week block of time during May of each year such that the results can be returned to schools by the middle of September of the same year.
- c. The contractor, after finalizing the annual project plan and schedule presented in their proposal with New Hampshire, Rhode Island, and Vermont, will adhere to these schedules and provide weekly updates documenting the prior weeks' activities and describing the activities planned for the upcoming weeks.

2. Item Development

- a. The contractor will follow the item development process described on pp. 19 to 37 of their proposal.
- b. The contractor will work with New Hampshire, Rhode Island, and Vermont to establish and utilize item review and bias and sensitivity review committees. The contractor will follow approved procedures for the replacement of items and inquiry tasks found objectionable by the state.
- c. The contractor will develop all items according to the science test specification documents and carefully code all items to the NECAP Science Assessment Targets and Inquiry Constructs.
- d. The contractor will use four (4) matrix-sampled test forms for each grade level in the operational assessment.
- e. The science assessment will contain the following item types: multiple choice (1 point) and constructed response (4 points) in sessions 1 and 2, and short answer (2 points) and constructed response (3 points) in session 3 as part of the inquiry tasks.
- f. The inquiry tasks developed for the operational assessments will be field tested during the month of November (6 months before the operational tests are administered). The field testing will occur in schools outside of New Hampshire, Vermont, and Rhode Island. Field testing will occur in Maine.
- g. Each inquiry task will be field tested by approximately 200 students per grade.

- h. The contractor will meet with the state science specialists from New Hampshire, Vermont, and Rhode Island to select the common, matrix, and embedded field test items for the operational assessments in November of each year (6 months before the operational tests are administered).

3. Test Construction

- a. New Hampshire, Rhode Island, and Vermont will have the final approval of all of the items selected for the New England Common Assessment Program – Science.
- b. The contractor will use the design that has already been approved by New Hampshire, Rhode Island, and Vermont for test booklets and answer documents.
- c. The contractor, in collaboration with New Hampshire, Rhode Island, and Vermont, will agree on a procedure(s), such as those suggested in the contractor's proposal, to allow student demographic information to be easily collected during the necessary time frames as to not impact the timing of the delivery of reports.
- d. The contractor, in collaboration with New Hampshire, Rhode Island, and Vermont, will develop methods to accommodate students with disabilities (not including those participating in the alternate assessment) to participate in the regular assessment. The accommodations will include, but are not limited to, Braille versions and large-print versions of the assessment.
- e. The contractor will provide all necessary manipulatives for the session 3 inquiry tasks.

4. Test Administration

- a. The contractor will use a database of participating districts and schools provided by New Hampshire in early February for the shipment of test materials to participating schools in late April.
- b. New Hampshire will submit a student label file to the contractor in early April. The contractor will use this file for the science enrollment counts for schools. These enrollment counts will be used for ordering purposes with print vendors. The contractor will print and ship the student labels with the test materials shipments to participating schools in late April. A second round label file will be provided by New Hampshire during the first week in May to provide updated information on new students who were either not included in the April student label file or have relocated to a different school. The contractor will print and ship the second round labels to participating schools during the second week of May.
- c. The contractor will work with New Hampshire to identify any students requiring accommodated materials (Braille and large print) and ensure those materials are ordered and produced for the May science assessment.
- d. The contractor will package all of the assessment materials and distribute them to each participating school via UPS. The test coordinator at each school will be responsible for distributing the assessment materials to the appropriate teachers as well as collecting the completed and unused materials for return shipping to the contractor. The contractor is responsible for both shipping and return-shipping costs for all assessment materials.


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- e. The contractor will produce test coordinator and administrator manuals as well as ancillary documents that provide schools with explicit instructions for the handling, distribution, administration, collection, and return of test materials to the contractor.
- f. The contractor will be responsible for conducting one (1) test administration webinar for New Hampshire sometime within the four (4) weeks prior to the test administration window. The contractor will work in collaboration with New Hampshire to plan and prepare the presentation.
- g. The contractor will provide secure storage for all of the used assessment material for a minimum of 12 months after the reports are returned to schools.

5. Scanning and Imaging

- a. The contractor will be responsible for the scanning/imaging of student answer documents to capture all of the multiple-choice and open-ended responses for the assessment program.
- b. The contractor will follow the quality control procedures as described in their proposal on pp. 63 to 69 to ensure the accuracy of the scanned data.
- c. The contractor will follow the scoring and training procedures outlined in their proposal on pp. 70 to 87.
- d. The contractor, in collaboration with New Hampshire, Rhode Island, and Vermont, will develop scoring rubrics, sets of training responses, and anchor responses for all assessment items that are not directly scored by machine.
- e. The contractor will score all test items, of whatever item-type.
- f. All short-answer (2 point) and constructed-response (3 or 4 point) items will be scored by a single reader with a two-percent read behind.
- g. Representatives from New Hampshire, Rhode Island, and Vermont will have the option of being present at all scorer training and scoring sessions, including all those that occur in New Hampshire or any other scoring sites operated by the contractor.

6. Data Analysis

- a. The contractor will follow the data preparation and quality control procedures described on pp. 88 to 100 of their proposal.
- b. The contractor, in consultation with New Hampshire, Rhode Island, Vermont, and the appropriate technical advisory panel(s), will determine which combination of IRT models specific to item types should be used to perform the IRT calibration on the common and matrix-sampled items.
- c. The contractor, in consultation with New Hampshire, Rhode Island, Vermont, and the appropriate technical advisory panel(s), will develop procedures for establishing and utilizing a common scale for all item types on the assessment. The actual numerical values of the scale and the numerical values for the specific performance levels follow those determined at the 2008 NECAP Science standard-setting activities (400–480 scale for grade 4; 800–880 scale for grade 8;


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1100–1180 scale for grade 11).

- d. The contractor, in consultation with New Hampshire, Rhode Island, Vermont, and the appropriate technical advisory panel(s), will determine and implement the most appropriate procedures for conducting year-to-year equating, including procedures for dealing with replacement items for the NECAP Science Assessment. The general approach to be followed is outlined in the contractor's proposal on pp. 91 to 93.
- e. The contractor will follow the procedures for developing and reporting item and test statistics as described in their proposal on pp. 93 to 97.

7. Reporting

- a. The contractor will produce, print, and deliver all custom reports and related documents for the NECAP Science Assessment beginning with the spring 2014 administration. The contractor will provide to each state the following electronic reports: *Grade Level Summary, Content Area Results, Disaggregated Results, District Summary, State Summary, Item Analysis, Achievement Level Summary, Released Items Summary Data, and Longitudinal Data*. In addition, the contractor will also provide each school two (2) paper copies of the *Parent/Guardian Report* per student.
- b. In addition to electronic copies of all the district and school reports, the contractor will also provide New Hampshire with student-level data files for each public district and school in the state. These data files will contain demographic information, raw item responses, scored item responses, questionnaire responses, raw score totals, scaled scores, and performance levels for every student tested in the state. The contractor will also provide New Hampshire with a state student-level data file, which is a summary of the individual school and district student-level data files in their state.
- c. The contractor will produce and deliver a *Guide to Using the NECAP Science Reports*. This interpretive guide will clearly and effectively communicate information about the New England Common Assessment Program – Science to parents, schools, and districts. This document will be released electronically in conjunction with the reports and data files to districts and schools in mid-September via the contractor's online reporting system. This document will also be provided electronically to New Hampshire for posting on their Department of Education website.
- d. A portion of the items will be released from the science assessment for reporting and professional development purposes. Following the selection of the released items, the contractor will provide to the state the actual test items, item documentation mapping the items to the NECAP Science Assessment Targets, scoring materials, and sample student responses for posting on the Department's website. Specific numbers of items and inquiry tasks to be released each year will be decided upon by New Hampshire, Rhode Island, and Vermont in consultation with the contractor. The majority of the items will remain secure for future use in subsequent New England Common Assessment Program – Science assessments.
- e. The contractor, in consultation with New Hampshire, Rhode Island, Vermont, and the appropriate technical advisory panel(s), will produce a comprehensive Technical Report following each year's testing and reporting cycle that can serve


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as the document of record for the year's testing activities. The contractor will follow the general procedures described on pp. 112 to 113 in the proposal. The contractor will provide the Technical Report in electronic format for posting on each state's Department of Education website.

- f. The contractor will be responsible for conducting one (1) reporting webinar for New Hampshire within one (1) month following the release of results. The contractor will work in collaboration with New Hampshire to plan and prepare the presentation.
- g. The contractor will provide toll-free support related to interpreting results to New Hampshire educators for two weeks prior to, during, and two weeks following the release of results.
- h. The contractor will retrieve and deliver images of student answer documents and/or actual hard copy of the students test material upon request. The contractor did not charge for this service in the contract extension budget. However, if the number of requests becomes over burdensome, negotiations will be expected to take place to establish an acceptable fee.

8. Standard-setting

Although the contractor proposed a potential method for a standard setting in their proposal, New Hampshire, Rhode Island, Vermont have decided that a standard-setting meeting will not be required during the life of this NECAP Science contract.

9. Liquidated Damages

Should any test materials (test and/or answer booklets) or score reports described in Section 7b and 7c be delivered after the date specified in the proposal, (or as such date may be modified in the Annual Project Plan & Schedule) and such delay is not due to untimely or inaccurate data supplied by the New Hampshire Department of Education (or a school or district within the state) but it is solely due to actions of Measured Progress, Inc. (or its subcontractor), for each day such test materials or reports are outstanding, the sum of one thousand (\$1,000) dollars per day will be deducted from amounts due Measured Progress, Inc. under the terms of this Agreement. In no event, however, shall the liquidated damages assessed under this paragraph exceed four (4%) percent of the total amount paid to Measured Progress, Inc. by the state of New Hampshire for that contract year.

10. Miscellaneous

- a. The provisions of this Agreement incorporate by reference the Request for Proposals of the state of New Hampshire dated November 9, 2010 for an Annual Administration of the NECAP Science Tests (together with its exhibits) and The Response of Measured Progress, Inc. dated January 7, 2011.
- b. This Agreement shall be enforceable in the courts of the state of New Hampshire, and any dispute with respect to interpretation of its terms or enforcement of its provisions, shall be governed by the laws of the state of New Hampshire.


7/2/14

- c. The parties to this Agreement acknowledge that concomitant with the execution of this Agreement, Measured Progress is entering into separate agreements with the State of New Hampshire, the State of Rhode Island, and the State of Vermont ("Separate Agreements"). The parties to this agreement acknowledge and agree that the Separate Agreements, and performance of all parties under them, are material to Measured Progress's obligation under this Agreement.

Therefore, in the event that any of the three States (New Hampshire, Rhode Island, and Vermont) entering into agreements described herein with Measured Progress, fails to perform or terminates its agreement prior to its expiration date said therein, Measured Progress shall have the sole and unfettered right to terminate all, none, or any combination of the said agreements and to be paid by each state under agreement, the amounts due for work performed by Measured Progress to date. Upon the termination, of any of the three Agreements, Measured Progress may, as an alternative to termination, renegotiate its agreement with any, all, or none of the remaining states but is in no way obligated to do so. Any notice required by this paragraph will be deemed timely if served on the persons described in this Agreement and not less than 15 days before the action disclosed therein shall take place.


7/2/14

Exhibit B

BUDGET

Budget (through June 30, 2015)

FY15

Program Management	\$ 80,972
Item Development	\$ 97,378
Test Construction	\$ 268,693
Administration	\$ 86,426
Scanning/Imaging/Scoring	\$ 252,155
Analysis	\$ 31,042
Reporting	\$ 63,977
Overhead and Fees	\$ 158,790

Total **\$1,039,433**

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another but in no case shall the total budget exceed the price limitation of \$1,039,433.00.

Funding Source: Funding for this contract is 20% General Funds and 80% Federal Funds from the following accounts:

FY 15

06-56-56-562020-32600000-612-500942	\$207,886.60
06-56-56-562010-64220000-102-500731	\$831,546.40

Method of Payment: Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

Scott J. Mantie, PhD
Administrator
Department of Education
101 Pleasant St.
Concord, NH 03301

Contractor Initials: 
Date: 5/2/14

Exhibit C

There are no modifications, additions and/or deletions to form P-37, General Provisions.

Contractor Initials 
Date 7/2/14

CERTIFICATE OF AUTHORITY

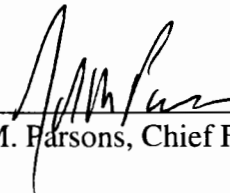
The undersigned, JOHN M. PARSONS, Chief Financial Officer, of Measured Progress, Inc., (the "Corporation"), a corporation duly organized, validly existing, and in good standing under the laws of New Hampshire, does hereby certify that:

1. The President, Chief Financial Officer or any Senior Vice President of the Corporation, acting or signing singly, is authorized, empowered and directed to execute, seal and deliver in the name of and on behalf of the Corporation any documents or other agreements, in such form and with such amendments, modifications, replacements, additions and/or substitutions; and up such terms and conditions as the officer in his/her sole discretion deems appropriate to conduct the business and affairs of the Corporation.

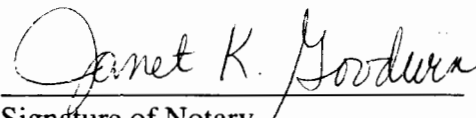
2. The persons listed below are duly elected, qualified and serving in the positions of the Corporation designated opposite his or her name, and each are fully authorized to act in the name of and on behalf of the Corporation.

<u>NAME</u>	<u>TITLE</u>
Stuart R. Kahl	Founding Principal
Martin S. Borg	President and CEO
John M. Parsons	Chief Financial Officer

IN WITNESS THEREOF, the undersigned has hereunto set his hand this 2nd day of JULY, 2014.

By: 
John M. Parsons, Chief Financial Officer

Sworn to and subscribed before me this 2nd day of July, 2014, by Janet K. Goodwin

 (Seal)
Signature of Notary

JANET K. GOODWIN, Notary Public
My Commission Expires November 14, 2015

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MEASURED PROGRESS, INC., a(n) Delaware nonprofit corporation, registered to do business in New Hampshire on January 28, 2000. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of July, A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377 363072-GAWXS-GAWXS-14-15	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Charter Oak Fire Insurance Company	25615	INSURER B : Travelers Property Casualty Co. of America	25674	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														

COVERAGES **CERTIFICATE NUMBER:** NYC-006604034-04 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			[REDACTED]	03/05/2014	03/05/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			[REDACTED]	03/05/2014	03/05/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			[REDACTED]	03/05/2014	03/05/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	N/A	03/05/2014	03/05/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LDCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
EVIDENCE OF COVERAGE

CERTIFICATE HOLDER THE STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 PLEASANT STREET CONCORD, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Elizabeth Stapleton <i>Elizabeth Stapleton</i>
--	---

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1. 1998

2. 1999

3. 2000

4. 2001

Principal Staff

This is the list of principal staff that will be working on the science assessment of NECAP.

Elliot Dunn

Kellie Beaulieu

James Manhart

Beneta Brown

Janet Dykstra

Steve Veit

Susan Tierney

FOR INFORMATION ONLY

G & C Letter # _____

G & C Date 7-10-13

APPROVED: _____

Page # _____

Item # 94



Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144

Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

Log 11-14

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

June 6, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education to retroactively renew the contract with Measured Progress, Inc., Dover, New Hampshire (vendor code 175323), previously approved by Governor and Council on June 22, 2011 (Item #317), to develop, score, analyze, and report results of a Science Assessment to meet current federal and state requirements in an amount not to exceed \$1,044,829.00, beginning July 1, 2013 through June 30, 2014, pending legislative approval of the next biennium budget. Source of funds is 46% State Funds and 54% Federal Funds.

Funding is available in the accounts as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

	<u>FY14</u>
06-56-56-562020-32600000-612 (object code 500942)	\$484,001.00
06-56-56-562010-64220000-102 (object code 500731)	\$560,828.00

EXPLANATION

The Department, in conjunction with the State Board of Education and the Legislature, is responsible for the on-going implementation of an academically-focused statewide educational improvement and assessment program.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
June 6, 2013
Page Two

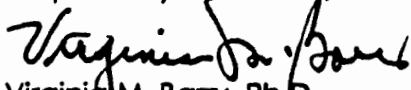
The NECAP Science Assessment is a discrete component of the New England Common Assessment Program (NECAP) – a joint state assessment program administered by the departments of education in New Hampshire, Rhode Island, and Vermont. The assessment is designed to provide individual student performance data, information useful to teachers in planning instruction, and school-wide data on the effectiveness of the school and district science program in achieving the overarching goal of science literacy for all students.

Due to the long standing investment of time and dollars that the State is making in the ongoing development, field-testing, and revision of New Hampshire standards-based assessment instruments and in the refinement of reports keyed to these instruments, as well as the significant investment of time and effort that is being made at the school and district level in the use of this assessment data, along with other indicators of success, to plan and implement educational improvement activities, it is not realistic or cost-effective to change statewide assessment contractors on an annual or biennial basis. In addition, the educational usefulness and longitudinal validity of assessment results is significantly enhanced by using the same contractor for several years.

The Department would like to contract once again with Measured Progress. They continue to provide outstanding service to New Hampshire.

Because this contract fulfills both state and federal assessment requirements, the costs are shared between federal and state funds.

Respectfully submitted,



Virginia M. Barry, Ph.D.
Commissioner of Education

VMB:sm:emr

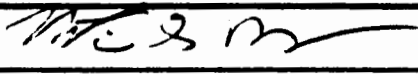
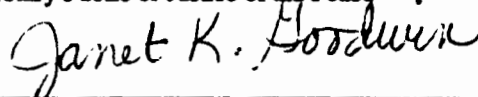
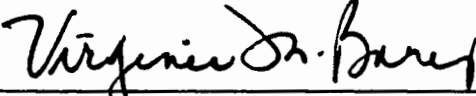
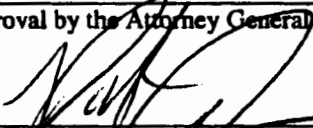
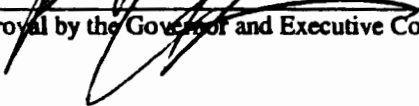
Subject: New England Common Assessment Program - Science

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>NH State Department of Education</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>Measured Progress</u>		1.4 Contractor Address <u>100 Education Way, Dover, NH 03820</u>	
1.5 Contractor Phone Number <u>603-749-9102</u>	1.6 Account Number <u>see Exhibit B</u>	1.7 Completion Date <u>June 30, 2014</u>	1.8 Price Limitation <u>\$1,044,829.00</u>
1.9 Contracting Officer for State Agency <u>Scott J. Mantle, PhD, Administrator, Bureau of Accountability</u>		1.10 State Agency Telephone Number <u>603-271-3844</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Martin Borg, President</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Stratford</u> On <u>6-12-13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>JANET K. GOODWIN, Notary Public</u> <u>My Commission Expires November 14, 2017</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Virginia M. Barry, Ph.D., Commissioner of Education</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6/19/13</u>			
1.18 Approval by the Governor and Executive Council By:  On: _____			



Virginia M. Barry, Ph.D.
 Commissioner of Education
 Tel. 603-271-3144

Paul Leather
 Deputy Commissioner of Education
 Tel. 603-271-3801

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF EDUCATION
 101 Pleasant Street
 Concord, N.H. 03301
 FAX 603-271-1953
 Citizens Services Line 1-800-339-9900

FOR INFORMATION ONLY

G & C Letter # _____
 G & C Date 6/27/11
 APPROVED: _____
 Page # 27
 Item # 317

May 10, 2011

His Excellency Governor John H. Lynch
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Education to enter into a contract with Measured Progress, Inc., Dover, New Hampshire (vendor code 175323), to develop, score, analyze, and report results of a Science Assessment to meet current federal and state requirements in an amount not to exceed \$1,657,015, from the date of Governor and Council approval through June 30, 2013, pending legislative approval of the next biennial budget. Source of funds is 33% State Funds and 67% Federal Funds.

2. Funding is available in the accounts as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

Accounts	FY11	FY12	FY13
06-56-56-562020-32600000-612 (object code 500942)	\$ 0	\$ 201,165	\$344,794
06-56-56-562010-64220000-102 (object code 500731)	\$ 2,596	<u>\$408,425</u>	<u>\$700,035</u>
		\$ 609,590	\$1,044,829

3. Authorize the Department of Education to exercise a renewal option on this contract for two additional biennia, subject to the contractor's acceptable performance of the terms herein and pending legislative approval of the next two biennium budgets.

EXPLANATION

The Department, in conjunction with the State Board of Education and the Legislature, is responsible for the on-going implementation of an academically-centered statewide educational improvement and assessment program.

The NECAP Science Assessment is a discrete component of the New England Common Assessment Program (NECAP) – a joint state assessment program administered by the departments of education in New Hampshire, Rhode Island, and Vermont. NECAP began with a common need among the states to meet the increased testing demands of No Child Left Behind (NCLB), but quickly evolved into a shared vision of high standards and quality assessment. Collaborating to develop a common assessment expands the knowledge base and resources available to the states, resulting in a higher quality assessment program than each state would be able to produce on its own.

The NECAP Science Assessment, which began in 2008, is based on common science Assessment Targets developed jointly by the three states and is administered in the Spring to students in grades 4, 8 and 11. The NECAP Science Assessment is designed to provide individual student performance data, information useful to teachers in planning instruction, and school-wide data on the effectiveness of the school and district science program in achieving the overarching goal of science literacy for all students. These statewide, on-demand assessments will serve as one component of a comprehensive, integrated local and statewide assessment system within each of the states.

The assessments yield an overall science score translated into an Achievement Level (or Performance Level), with sub scores in four reporting categories that include three domains of science (Life Science, Earth/Space Science, and Physical Science) and Inquiry.

The long standing investment of time and dollars that the State is making in the ongoing development, field-testing, and revision of New Hampshire standards-based assessment instruments and in the refinement of student, school, district, and state reports keyed to these instruments has enhanced the efforts that are being made at the school and district level in the use of statewide assessment data, in conjunction with other indicators of success, to plan and implement educational improvement activities.

The long term contract awarded through the RFP process and detailed on the attached scoring rubric, begins this spring and continues through December 2016. Each state awards its own individual contract based on a combination of equalized costs and per pupil costs. A budget for the entire scope of the contract is included in Appendix B. This initial contract allows for the transition from the old science contract

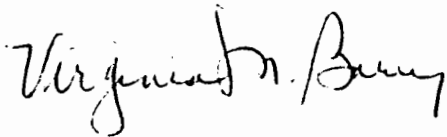
His Excellency Governor John H. Lynch
and the Honorable Council
May 10, 2011
Page Three

and carries us through operational tests in May 2013-2016. The item development for the 2012 Science Test comes under the current contract.

This may seem like a longer than normal contract period, but the ongoing development and administration of state assessments is such that, at any given time, activities are underway for two or more cycles of the assessment program. In this case, even if new standards are developed for science, a new assessment would not be able to be developed until after the end of this contract period. Of course, the continuation and renewal of this and all contracts are subject to availability of funds, federal assessment requirements, and satisfactory performance by the contractor. Whenever Measured Progress has been awarded a long term contract with NH, they have never changed the budgets projected at the beginning of the cycle. That is an amazing track record and may be attributable to their non-profit, student-centered philosophy; *It's all about student learning. Period.*; and their mission statement: *the mission of Measured Progress is to improve teaching and learning by providing customized assessment products and educational services.* They continue to provide quality service to New Hampshire at the most affordable price, and also function more as a partner in the work that we do.

Because this contract fulfills both state and federal assessment requirements, the costs are shared between federal and state funds.

Sincerely,



Virginia M. Barry, Ph.D.
Commissioner of Education

VMB:dbw:emr

Scoring of NECAP Science Proposals

Evaluation Criteria			
Criterion	Points Possible	Measured Progress	Pearson
Quality of Response <ul style="list-style-type: none"> - responsive to the RFP - demonstrated understanding of issues related to states' goals, custom large-scale assessment, high-stakes testing - technical soundness of proposed methods - innovativeness of proposed methods in terms of technical quality, efficiency, and cost effectiveness 	40	40	32.5
Adequacy of Staffing <ul style="list-style-type: none"> - background and experience of proposed staff <ul style="list-style-type: none"> - as demonstrated in track record of meeting deadlines, delivering within budget, continuity of key project management staff, handling and solving problems – particularly in projects directly related to custom statewide large-scale assessments - sufficiency of allocated time and number of people 	25	25	20
Adequacy of Physical Resources <ul style="list-style-type: none"> - sufficiency/availability of allocated resources - background and experience of proposed vendors (e.g., printers, overnight shipping) 	10	10	7.5
Cost <ul style="list-style-type: none"> - reasonableness of cost in relation to proposed activities to meet contract requirements - reasonableness of cost in relation to states' budget. 	25	22.5	17.5
Total	100	97.5	77.5

A Request for Proposals (RFP) for the New England Common Assessment Program - Science Assessment (NECAP Science) was issued by the NECAP Science states (NH, RI, and VT) on November 9, 2010. Notices were placed on the Departments' of Education websites, and the notice was email directly to all known potential contractors. Two proposals were submitted by the January deadline: Measured Progress (headquarters in Dover, NH) and Pearson (headquarters in Iowa City, Iowa). The proposals were first read and rated by the three states separately. The proposal was read and rated within the NH Department of Education, and by three content specialists: Saundra Kent, Janet Chamberlin, and Dr. Edward Hendry. New Hampshire's combined rating for the two proposals was, for Measured Progress: 97.5 out of 100, and for Pearson: 77.5 out of 100. The total (3 states over 5 years) proposal budgets were: Measured Progress \$11,882,198; and Pearson \$15,954,244. On January 14, 2010, the three states held a conference call to compare results of their internal ratings. While both companies put forth quality proposals, all three states rated the Measured Progress proposal higher. These ratings, together with a more competitive price structure, led the states to award the contract to Measured Progress. The three states met with Measured Progress on January 25, 2011 to finalize the budget.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH State Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Measured Progress		1.4 Contractor Address 100 Education Way, Dover, NH 03820	
1.5 Contractor Phone Number 603-749-9102	1.6 Account Number see Exhibit B	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$1,657,015.00
1.9 Contracting Officer for State Agency Deborah Wiswell, Administrator, Bureau of Accountability		1.10 State Agency Telephone Number 603-271-3828	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Martin Borg, President	
1.13 Acknowledgement: State of NH , County of Strafford On May 17, 2011 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]		ANNE L. SURMAN, Notary Public My Commission Expires November 4, 2014	
1.13.2 Name and Title of Notary or Justice of the Peace Anne L, Surman, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Virginia M. Barry, Ph.D., Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: On: 5/25/2011			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**CONTRACT BETWEEN MEASURED PROGRESS
AND NEW HAMPSHIRE DEPARTMENT OF EDUCATION
FOR THE NEW ENGLAND COMMON ASSESSMENT PROGRAM
SCIENCE ASSESSMENT**

EXHIBIT A

STATEMENT OF WORK

The purpose of this contract is to secure the preparation, production, distribution, collection, analysis, scoring, and reporting of the New England Common Assessment Program (NECAP) Science Assessment from the date of Governor and Council approval in 2011 and continuing through December 31, 2016.

A. General requirements

1. All students in grades four, eight, and eleven will be assessed in science during the last three weeks of May for each operational year of the assessment, beginning in 2012.
2. The contact at the New Hampshire Department of Education is Tim Kurtz, Director of Assessment. The contact at Measured Progress is Harold Stephens, NECAP Program Director.

B. Scope of Work

1. Program Management

- a. The contractor will ensure that the timing of assessments and the release of the results will fulfill the goals of the NECAP Science Assessment. New Hampshire, Rhode Island, and Vermont intend for the assessments to be administered during a three-week block of time during May of each year such that the results can be returned to schools by the middle of September of the same year.
- b. The contractor, after finalizing the annual project plan and schedule presented in their proposal with New Hampshire, Rhode Island, and Vermont, will adhere to these schedules and provide weekly updates documenting the prior weeks' activities and describing the activities planned for the upcoming weeks.

2. Item Development

- a. The contractor will follow the item development process described on pp. 19 to 37 of their proposal.

- b. The contractor will work with New Hampshire, Rhode Island, and Vermont to establish and utilize item review and bias and sensitivity review committees. The contractor will follow approved procedures for the replacement of items and inquiry tasks found objectionable by the state.
- c. The contractor will develop all items according to the science test specification documents and carefully code all items to the NECAP Science Assessment Targets and Inquiry Constructs.
- d. The test designs for science are included with the contract document as Exhibit B.
- e. The contractor will use four (4) matrix-sampled test forms for each grade level in the operational assessment.
- f. The science assessment will contain the following item types: multiple choice (1 point) and constructed response (4 points) in sessions 1 and 2, and short answer (2 point) and constructed response (3 points) in session 3 as part of the inquiry tasks.
- g. The inquiry tasks developed for the operational assessments will be field tested during the month of November (6 months before the operational tests are administered). The field testing will occur in schools outside of New Hampshire, Vermont, and Rhode Island. Possible states where field testing could occur are Maine, Massachusetts, and New York.
- h. Each inquiry task will be field tested by approximately 200 students per grade.
- i. The contractor will meet with the state science specialists from New Hampshire, Vermont, and Rhode Island to select the common, matrix, and embedded field test items for the operational assessments in November of each year (6 months before the operational tests are administered).

3. Test Construction

- a. New Hampshire, Rhode Island, and Vermont will have the final approval of all of the items selected for the New England Common Assessment Program – Science.
- b. The contractor, subject to approval by New Hampshire, Rhode Island, and Vermont, will design appropriate test booklets and answer documents.
- c. The contractor, in collaboration with New Hampshire, Rhode Island, and Vermont, will agree on a procedure(s), such as those suggested in the contractor's proposal, to allow student demographic information to be easily collected during the necessary time frames as to not impact the timing of the delivery of reports.

- d. The contractor, in collaboration with New Hampshire, Rhode Island, and Vermont, will develop methods to accommodate students with disabilities (not including those participating in the alternate assessment) to participate in the regular assessment. The accommodations will include, but are not limited to, Braille versions and large-print versions of the assessment.
- e. The contractor will provide all necessary manipulatives for the session 3 inquiry tasks.

4. Test Administration

- a. The contractor will use the database of participating districts and schools provided by New Hampshire in early August for the shipment of test materials to participating schools in late April.
- b. The contractor will use the NECAP reporting student-level data file that is generated from the fall NECAP assessment to serve as the initial science enrollment counts for schools. These enrollment counts will be used for ordering purposes with print vendors. New Hampshire will then provide the contractor with a student label file during the first week of April. The contractor will use the student counts from this student label file to update the initial enrollment figures as necessary and will print and ship the student labels with the test materials shipments to participating schools in late April. A second round label file will be provided by New Hampshire during the first week in May to provide updated information on new students who were either not included in the April student label file or have relocated to a different school. The contractor will print and ship the second round labels to participating schools during the second week of May.
- c. The contractor will be responsible for identifying which schools had students who used accommodated materials (Braille and large print) during the fall NECAP assessment and will provide the same types and quantities of those materials to the same schools for the May science assessment. The contractor will work with New Hampshire to identify any new students requiring accommodated materials.
- d. The contractor will package all of the assessment materials and distribute them to each participating school via UPS. The test coordinator at each school will be responsible for distributing the assessment materials to the appropriate teachers as well as collecting the completed and unused materials for return shipping to the contractor. The contractor is responsible for both shipping and return-shipping costs for all assessment materials.
- e. The contractor will produce test coordinator and administrator manuals as well as ancillary documents that provide schools with explicit instructions for the handling, distribution, administration, collection, and return of test materials to the contractor.

- f. The contractor will be responsible for conducting three (3) half-day test administration workshops in New Hampshire and one (1) webinar sometime within the four (4) weeks prior to the test administration window. The contractor will work in collaboration with New Hampshire to plan and prepare materials for the workshops. The *iRegister* system provided by the contractor will be used to facilitate online registrations for the workshops.
 - g. The contractor will provide secure storage for all of the used assessment material for a minimum of 12 months after the reports are returned to schools.
5. Scanning and Imaging
- a. The contractor will be responsible for the scanning/imaging of student answer documents to capture all of the multiple-choice and open-ended responses for the assessment program.
 - b. The contractor will follow the quality control procedures as described in their proposal on pp. 63 to 69 to ensure the accuracy of the scanned data.
 - c. The contractor will follow the scoring and training procedures outlined in their proposal on pp. 70 to 87.
 - d. The contractor, in collaboration with New Hampshire, Rhode Island, and Vermont, will develop scoring rubrics, sets of training responses, and anchor responses for all assessment items that are not directly scored by machine.
 - e. The contractor will score all test items, of whatever item-type.
 - f. All short-answer (2 point) and constructed-response (3 or 4 point) items will be scored by a single reader with a two percent read behind.
 - g. Representatives from New Hampshire, Rhode Island, and Vermont will have the option of being present at all scorer training and scoring sessions, including all those that occur in New Hampshire or any other scoring sites operated by the contractor.
6. Data Analysis
- a. The contractor will follow the data preparation and quality control procedures described on pp. 88 to 100 of their proposal.
 - b. The contractor, in consultation with New Hampshire, Rhode Island, Vermont, and the appropriate technical advisory panel(s), will determine which combination of IRT models specific to item types should be used to perform the IRT calibration on the common and matrix-sampled items.

- c. The contractor, in consultation with New Hampshire, Rhode Island, Vermont, and the appropriate technical advisory panel(s), will develop procedures for establishing and utilizing a common scale for all item types on the assessment. The actual numerical values of the scale and the numerical values for the specific performance levels follow those determined at the 2008 NECAP Science standard-setting activities (400–480 scale for grade 4; 800–880 scale for grade 8; 1100–1180 scale for grade 11).
- d. The contractor, in consultation with New Hampshire, Rhode Island, Vermont, and the appropriate technical advisory panel(s), will determine and implement the most appropriate procedures for conducting year-to-year equating, including procedures for dealing with replacement items for the NECAP Science Assessment. The general approach to be followed is outlined in the contractor’s proposal on pp. 91 to 93.
- e. The contractor will follow the procedures for developing and reporting item and test statistics as described in their proposal on pp. 93 to 97.

7. Reporting

- a. The contractor, in consultation with New Hampshire, Rhode Island, Vermont, and the appropriate technical advisory panel(s), will work together to design the most appropriate set of reports to present the assessment results to the various audiences in an easy-to-understand format.
- b. The contractor will produce, print, and deliver all custom reports and related documents for the NECAP Science Assessment beginning with the spring 2012 administration. The contractor will provide to each state the following electronic reports: *Grade Level Summary, Content Area Results, Disaggregated Results, District Summary, State Summary, Item Analysis, Achievement Level Summary, Released Items Summary Data, and Longitudinal Data*. In addition, the contractor will also provide each school two (2) paper copies of the *Parent/Guardian Report* per student.
- c. In addition to electronic copies of all the district and school reports, the contractor will also provide New Hampshire with student-level data files for each public district and school in the state. These data files will contain demographic information, raw item responses, scored item responses, questionnaire responses, raw score totals, scaled scores, and performance levels for every student tested in the state. The contractor will also provide New Hampshire with a state student-level data file, which is a summary of the individual school and district student-level data files in their state.

- d. The contractor will produce and deliver a *Guide for Using the NECAP Science Reports*. This interpretive guide will clearly and effectively communicate information about the New England Common Assessment Program – Science to parents, schools, and districts. This document will be released electronically in conjunction with the reports and data files to districts and schools in mid-September via the contractor's online reporting system. This document will also be provided electronically to New Hampshire for posting on their Department of Education website.
- e. A portion of the items will be released from the science assessment for reporting and professional development purposes. Following the selection of the released items, the contractor will provide to the state the actual test items, item documentation mapping the items to the NECAP Science Assessment Targets, scoring materials, and sample student responses for posting on the Department's website. Specific numbers of items and inquiry tasks to be released each year will be decided upon by New Hampshire, Rhode Island, and Vermont in consultation with the contractor. The majority of the items will remain secure for future use in subsequent New England Common Assessment Program – Science assessments.
- f. The contractor, in consultation with New Hampshire, Rhode Island, Vermont, and the appropriate technical advisory panel(s), will produce a comprehensive Technical Report following each year's testing and reporting cycle that can serve as the document of record for the year's testing activities. The contractor will follow the general procedures described on pp. 112 to 113 in the proposal. The contractor will provide the Technical Report in electronic format for posting on each state's Department of Education website.
- g. The contractor will be responsible for conducting three (3) half-day reporting workshops in New Hampshire and one (1) webinar within one (1) month following the release of results. The contractor will work in collaboration with New Hampshire to plan and prepare materials for the workshops. The *iRegister* system provided by the contractor will be used to facilitate online registrations for the workshops.
- h. The contractor will provide toll-free support related to interpreting results to New Hampshire educators for two weeks prior to, during, and two weeks following the release of results.
- i. The contractor will retrieve and deliver images of student answer documents and/or actual hard copy of the students test material upon request. The contractor did not charge for this service in the contract extension budget. However, if the number of requests becomes over burdensome, negotiations will be expected to take place to establish an acceptable fee.

8. Standard-setting

Although the contractor proposed a potential method for a standard setting in their proposal, New Hampshire, Rhode Island, Vermont, and the appropriate technical advisory panel(s), will discuss further the type of standard-setting method(s) to possibly be used during the life of this NECAP Science contract. New Hampshire, Rhode Island, and Vermont expect that whatever standard-setting method is ultimately chosen will remain within the cost estimates originally proposed by the contractor.

9. Liquidated Damages

Should any test materials (test and/or answer booklets) or score reports described in Section 7b and 7c be delivered after the date specified in the proposal, (or as such date may be modified in the Annual Project Plan & Schedule) and such delay is not due to untimely or inaccurate data supplied by the New Hampshire Department of Education (or a school or district within the state) but it is solely due to actions of Measured Progress, Inc. (or its subcontractor), for each day such test materials or reports are outstanding, the sum of one thousand (\$1,000) dollars per day will be deducted from amounts due Measured Progress, Inc. under the terms of this Agreement. In no event, however, shall the liquidated damages assessed under this paragraph exceed four (4%) percent of the total amount paid to Measured Progress, Inc. by the state of New Hampshire for that contract year.

10. Miscellaneous

- a. The provisions of this Agreement incorporate by reference the Request for Proposals of the state of New Hampshire dated November 9, 2010 for an Annual Administration of the NECAP Science Tests (together with its exhibits) and The Response of Measured Progress, Inc. dated January 7, 2011.
- b. This Agreement shall be enforceable in the courts of the state of New Hampshire, and any dispute with respect to interpretation of its terms or enforcement of its provisions, shall be governed by the laws of the state of New Hampshire.
- c. The parties to this Agreement acknowledge that concomitant with the execution of this Agreement, Measured Progress is entering into separate agreements with the State of New Hampshire, the State of Rhode Island, and the State of Vermont ("Separate Agreements"). The parties to this agreement acknowledge and agree that the Separate Agreements, and performance of all parties under them, are material to Measured Progress's obligation under this Agreement.

Therefore, in the event that any of the three States (New Hampshire, Rhode Island, and Vermont) entering into agreements described herein with Measured Progress, fails to perform or terminates its agreement prior to its expiration date said therein, Measured Progress shall have the sole and unfettered right to terminate all, none, or any combination of the said agreements and to be paid by each state under agreement, the amounts due for work performed by Measured Progress to date. Upon the termination, of any of the three Agreements, Measured Progress may, as an alternative to termination, renegotiate its agreement with any, all, or none of the remaining states but is in no way obligated to do so. Any notice required by this paragraph will be deemed timely if served on the persons described in this Agreement and not less than 15 days before the action disclosed therein shall take place.

Exhibit B

BUDGET

Budget through June 2013

	<u>FY2011</u>	<u>FY2012</u>	<u>FY2013</u>
Program Management	\$ 1,966	\$ 47,562	\$ 80,972
Item Development	-	\$ 87,023	\$ 97,378
Test Construction	-	\$223,495	\$ 268,693
Administration	-	\$ 82,423	\$ 86,426
Scanning/Imaging/Scoring	-	\$ 72,140	\$ 252,155
Analysis	-	\$ 13,540	\$ 31,042
Reporting	-	-	\$ 63,977
Overhead and Fees	\$ 630	\$ 83,407	\$ 164,186
TOTALS	\$2,596	\$609,590	\$1,044,829

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another but in no case shall the total budget exceed the price limitation of \$1,657,015.00.

Funding Source: Funding for this contract is 33% General Funds and 67% Federal Funds from the following accounts:

06-56-56-562020-32600000-612 (object code 500942) **FY11:**\$ 0 **FY12:** \$ 201,165 **FY13:** \$344,794
 06-56-56-562010-64220000-102 (object code 500731) **FY11:**\$ 2,596 **FY12:** \$ 408,425 **FY13:** \$700,035

Method of Payment: Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred (see following tentative payment schedule). If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

Tim Kurtz
 Assessment Director
 Department of Education
 101 Pleasant St.
 Concord, NH 03301

Contractor Initials TKS
 Date 5-17-11

EXHIBIT C

Subject to Governor and Council approval, authorize the Department of Education to exercise a renewal option on this contract for four additional fiscal years, subject to the contractor's acceptable performance of the terms therein and pending legislative approval of the next two biennium budgets.

Contractor Initials *MS*
Date *3-17-11*

**CONTRACT BETWEEN MEASURED PROGRESS
AND NEW HAMPSHIRE DEPARTMENT OF EDUCATION
FOR THE NEW ENGLAND COMMON ASSESSMENT PROGRAM
SCIENCE**

Appendix A

Grades 4, 8 & 11 Science Operational Test Design

Item Types:

Sessions 1 & 2

Multiple Choice (MC = 1 point)

Constructed Response (CR = 4 points)

Session 3

Short Answer (SA = 2 points)

Constructed Response (CR = 3 points)

Operational Test Design: 4 Test Forms

(PS = Physical Science, ESS = Earth Space Science, LS = Life Science)

Session 1 25 MC (17 PS, 8 ESS)
 3 CR (2 PS, 1 ESS)

Session 2 26 MC (9 ESS, 17 LS)
 3 CR (1 ESS, 2 LS)

Session 3 1 Performance Task (18 points; 7 or 8 items)

Item Development:

Items needed to populate 4 Operational Test Forms (Sessions 1 & 2)

	Common	Matrix-Sampled EQ	Matrix-Sampled FT
Physical Science MC	11	12	12
Life Science MC	11	12	12
Earth Space Science MC	11	12	12
Physical Science CR	1	1	2
Life Science CR	1	1	2
Earth Space Science CR	1	1	2

Assume an annual release of 25% of the common items in Sessions 1 & 2. Assume an annual release of all of Session 3.

Session Designs (4 operational forms)/Blueprint Sessions 1 and 2

Session 1 Design

Item Number	Domain	Item Type	Sampling Type
1-3	Physical Science	MC	Matrix-sampled EQ
4-6	Physical Science	MC	Matrix-sampled FT
7-17	Physical science	MC	Common
18	Physical Science	CR	Common
19*	Physical Science	CR	Matrix-sampled
20-21	Earth Space Science	MC	Matrix-sampled EQ
22	Earth Space Science	MC	Matrix-sampled FT
23-27	Earth Space Science	MC	Common
28	Earth Space Science	CR	Common

* Form 1: Equating; Forms 2-4: Field test (two unique items, duplicate item will be in form 4)

Session 2 Design

Item Number	Domain	Item Type	Sampling Type
29	Earth Space Science	MC	Matrix-sampled EQ
30-31	Earth Space Science	MC	Matrix-sampled FT
32-37	Earth Space Science	MC	Common
38*	Earth Space Science	CR	Matrix-sampled
39-41	Life Science	MC	Matrix-sampled EQ
42-44	Life Science	MC	Matrix-sampled FT
45-55	Life Science	MC	Common
56	Life Science	CR	Common
57**	Life Science	CR	Matrix-sampled

* Form 2: Equating; Forms 1, 3, 4: Field test (two unique items, duplicate item will be in form 4)

** Form 3: Equating; Forms 1, 2, 4: Field test (two unique items, duplicate item will be in form 4)

NECAP Science Contract Budget
June 2011 - December 2016

Contract Extension	FY 2011 (1 month)	FY2012 (12 months)	FY2013 (12 months)	FY2014 (12 months)	FY2015 (12 months)	FY2016 (12 months)	FY2017 (6 months)	Contract Total
	\$ 7,267	\$ 1,446,867	\$ 2,443,089	\$ 2,443,089	\$ 2,528,496	\$ 2,443,089	\$ 570,301	\$ 11,882,198

RI	\$ 2,424	\$ 483,713	\$ 816,941	\$ 816,941	\$ 845,412	\$ 816,941	\$ 190,750	\$ 3,973,122
NH	\$ 2,596	\$ 609,590	\$ 1,044,829	\$ 1,044,829	\$ 1,073,555	\$ 1,044,829	\$ 248,206	\$ 5,068,434
VT	\$ 2,247	\$ 353,564	\$ 581,319	\$ 581,319	\$ 609,529	\$ 581,319	\$ 131,345	\$ 2,840,642
Totals	\$ 7,267	\$ 1,446,867	\$ 2,443,089	\$ 2,443,089	\$ 2,528,496	\$ 2,443,089	\$ 570,301	\$ 11,882,198

In addition for Rhode Island only: Test Security Shipment

	\$ -	\$ 6,782	\$ 6,782	\$ 6,782	\$ 6,782	\$ 6,782	\$ -	\$ 33,910
RI Grand Total	\$ 2,424	\$ 490,495	\$ 823,723	\$ 823,723	\$ 852,194	\$ 823,723	\$ 190,750	\$ 4,007,032

	RI	NH	VT	Totals
Gr 4	10,887	14,303	6,315	31,505
Gr 8	11,026	15,492	6,655	33,173
Gr 11	11,164	15,689	7,279	34,132
Total	33,077	45,484	20,249	98,810
	33.48%	46.03%	20.49%	100.00%

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MEASURED PROGRESS, INC., a(n) Delaware nonprofit corporation, registered to do business in New Hampshire on January 28, 2000. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of May, A.D. 2011

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



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Shipping & Receiving
50 Education Way
Dover, NH 03820-5814

CHIEF FINANCIAL OFFICER'S CERTIFICATE

The undersigned, ROBERT A. KMETZ, Chief Financial Officer, of Measured Progress, Inc., (the "Corporation"), a corporation duly organized, validly existing, and in good standing under the laws of New Hampshire, does hereby certify that:

1. The President, Chief Financial Officer or any Senior Vice President of the Corporation, acting or signing singly, is authorized, empowered and directed to execute, seal and deliver in the name of and on behalf of the Corporation any documents or other agreement, in such form and with such amendments, modifications, replacements, additions and/or substitutions; and up to such terms and conditions as the officer in his/her sole discretion deems appropriate to conduct the business and affairs of the Corporation.

2. The persons listed below are duly elected, qualified and serving in the positions of the Corporation designated opposite his or her name, and each are fully authorized to act in the name of and on behalf of the Corporation.

<u>NAME</u>	<u>TITLE</u>
Stuart R. Kahl	Chief Executive Officer
Martin S. Borg	President
Robert A. Kmetz	Chief Financial Officer

IN WITNESS THEREOF, the undersigned has hereunto set his hand and affixed the seal of the Corporation this 17th, day of May, 2011.

By: 
Robert A. Kmetz, Chief Financial Officer

Principal Staff

This is the list of principal staff that will be working on the science assessment of NECAP.

Elliot Dunn
Kellie Beaulieu
James Manhart
Beneta Brown
Janet Dykstra
Steve Veit
Susan Tierney



Elliot Dunn

Program Manager: Client Services

Summary of Qualifications

Mr. Dunn is currently a program manager for the New England Common Assessment Program. In this role he administers and oversees all aspects of the science program. He maintains positive working relationships within Measured Progress and communicates with personnel from state departments of education, advisory committees, sub-contractors, districts, and schools.

Mr. Dunn formerly served as program assistant for the Nevada and Utah assessment programs. In this role, he assisted the program manager in developing project schedules; managing meetings; maintaining test administration databases; coordinating test production, shipping, and receiving; and handling all field correspondence.

Mr. Dunn has held other positions at Measured Progress since joining the company. In addition to project management, his experience includes editing test forms, scoring test items, and also developing manuals and training documents.

Education

Graduate Certificate, Project Management, University of New Hampshire, Durham, NH
B.A., English, University of New Hampshire. Durham, NH

Professional Experience

2006–present Program Manager, Client Services, Measured Progress, Inc., Dover, NH

Present responsibilities include administering and overseeing all aspects of the NECAP pertaining to science. Ensures that all elements of the program's full-service design are communicated to internal groups and state personnel. Completes tasks on time, within budget, and according to quality assurance standards. Manages the production schedule year-round for all program components, including subcontractor work. Primary contact with state departments of education, advisory committees, sub-contractors, districts, and schools. Oversees meeting notes, program files, and secure science file transfer between the DOEs and Measured Progress. Manages the science budget, facilitates committee meetings for all NECAP subjects, oversees other program management staff, and contributes to proposals.

2003–2006 Program Assistant, Client Services, Measured Progress, Inc., Dover, NH

Managed Nevada Service Center and served as primary team contact for all correspondence with the field. Coordinated and ran full-service committee meetings in Nevada and Utah. Reviewed test forms with clients, subcontractors, and print vendors. Field trainer and QA rep for computer-based testing. Program management lead for shipping, login, and additional materials requests. Editorial review of Nevada and Utah assessment manuals and project documents.

2001–2003 Temporary Editor, Publications, Measured Progress, Inc., Dover, NH

Copy and production editing for all contracts. Quality assurance checking of test forms, manuals, and scannable documents. Working with test developers on editorial reviews of items/forms. Organizing production deadlines with program managers.



Elliot Dunn

Program Manager: Client Services

2000–2001 Web Support and Quality Assurance Manager, Luth Research, Inc., San Diego, CA

Responsible for all email correspondence with 200,000+ members of online survey site SurveySavvy.com. Quality assurance tested online surveys and all Web development. Reported, screened, and wrote questionnaires for the company's custom research department. Supervised 90-station call center in quantitative research division.

1998–2000 Project Associate & Editor, The Taylor Research & Consulting Group, Inc., Portsmouth, NH

Developed and designed market research screeners, questionnaires, and discussion guides. Managed budgets, schedules, and databases for nationwide projects. Data preparation and analysis. Wrote reports and presentations for qualitative and quantitative market research projects.

1998 Essay Scorer, Measured Progress, Inc., Dover, NH

Scored extended-response portions of New Hampshire (NHEIAP) and Massachusetts (MCAS) assessments.

Honors and Awards Graduated Magna Cum Laude



Kellie Beaulieu
Program Assistant: Client Services

Summary of Qualifications

Kellie Beaulieu is currently a program assistant for the New England Common Assessment Program (NECAP Science). In this role she serves as an initial contact for the participating state Departments of Education, organizes events and meetings, and helps carry out the day-to-day operations of the NECAP Science. Her responsibilities also include drafting, developing, proofing, and producing all contract related materials.

Before joining Measured Progress, Mrs. Beaulieu developed excellent customer service, organizational and interpersonal skills through 15 years of administrative and managerial roles. Working closely with both staff and clients she was able to provide support and guidance in various aspects of business communications.

Education

A.D., Communications, Endicott College, Beverly, MA

Professional Experience

2008–present Program Assistant II, Client Services, Measured Progress, Inc., Dover, NH

Serves as initial contact for state Departments of Education participating in the New England Common Assessment Program. Responds to all inquiries, process requests and follow-up as necessary. Maintains contract related databases for all groups involved in the operation of the contract and utilizes databases for mailings, shipping and registrations; track attendance and contact information changes. Event planning for all contract associated events including meetings, trainings, and special events; site sourcing based on contract specifications, participant needs, date and location requirements; contract negotiation, banquet event order and follow-up; process participant responses and special requests, registrations, lodging and travel requests; participated in events and acted as on site contact. Assists in coordinating and monitoring contract schedule for major activities, materials and deliverables. Assists in drafting and developing, proofing, revisions and production of all contract related materials including: notices, mailings, training pieces, manuals and administration materials. Participates in internal meetings including: division, assistant, monthly planning and project. Participates in contract related meetings both in person and via teleconference, record minutes and notes for distribution to participants as appropriate.

2005–2008 Office Manager, RE/MAX Executives, Barrington, NH

Primary responsibilities included initial contact for client and staff. Implement policy and procedures, handle commission, operating and escrow accounts, accounts payable, accounts receivable, monthly reporting, schedule staff and training meetings, marketing, supervise support staff and support independent contractors.



Kellie Beaulieu

Program Assistant: Client Services

**Professional
Experience**

2004–2005 Executive Assistant, Investigative Services, Portsmouth, NH

As executive assistant, Ms. Beaulieu was responsible for all administrative tasks including creating filing systems, maintaining client files, scheduling appointments, and compiling online data for clients. She also prepared legal correspondence, maintained accounts payable and receivable, commissions, banking, reviewed files for legal compliance, advertising, arranged meetings and trainings, and supervised support staff. Additionally as Regional Administrative Officer duties included traveling to setup, train and audit new staff and provide continued support for 12 NH offices.



James Manhart

Science Group Manager: Curriculum and Assessment

Summary of Qualifications

As the science group manager, Dr. Manhart is responsible for the overall quality and timeliness of all science test development activities and deliverables including alternative assessments. He supervises and mentors science specialists, freelance writers, and consultants on every aspect of item development and test construction. He proposes test designs and item specifications aligned to state standards and advises state science specialists on psychometric issues. Dr. Manhart has developed science tests for ten states and has served as the lead science developer for eight of these states. He has written and reviewed science items with accompanying scoring guides. He has facilitated item review, bias/sensitivity, and standard-setting meetings.

Dr. Manhart's background includes extensive experience in science teaching and in educational measurement and statistics. He taught various high school science courses for 13 years and served as science department chairperson for seven years. Prior to his employment at Measured Progress, Dr. Manhart was a graduate and postdoctoral research assistant with the Iowa Testing Programs. He developed and reviewed science passages with associated items for both the Iowa Tests of Educational Development and the Iowa Tests of Basic Skills. He presented papers at meetings of the National Council on Measurement in Education and published a book review of materials from the Third International Mathematics and Science Study (TIMSS).

Education

Ph.D., Educational Measurement and Statistics, Minor: Educational Psychology, Blommers-Hieronymus-Feldt Department Award. University of Iowa, Iowa City, IA

M.S., Science Education, University of Iowa, Iowa City, IA

B.S., Natural Science. Minors: Psychology and Secondary Education. *summa cum laude*, St. John's University, Collegeville, MN

Management Training, Courses: Leadership on the Line and Leadership in the Middle, Bruce Mast & Associates, Inc., Portsmouth, NH

Professional Experience

2003–present Science Group Manager, Measured Progress, Inc., Dover, NH

Managed the development of science tests. Drafted test specifications to assess each state's framework. Authored training manuals on how to write multiple-choice, short-answer, constructed-response, and scenario-based items. Created work assignments and item writing schedules to obtain a large volume of items within tight deadlines. Supervised test developers and freelancers as they drafted/edited items and scoring guides. Trained freelancers and teachers to write items and interpret statistics. Devised and conducted quality checks to ensure item pools adequately sample the state frameworks. Advised state curriculum specialists on psychometric issues such as constructing equivalent forms, equating, and differential item functioning (DIF).



James Manhart

Science Group Manager: Curriculum and Assessment

Professional Experience

- 2004–2006 **Massachusetts Comprehensive Assessment System (MCAS) Test Development Director, Measured Progress, Inc., Dover, NH**
Managed test development activities and deliverables for 23 MCAS tests in ELA, math, science, and social studies. Served as the primary liaison with the client for all test development issues. Worked with client, in-house staff, and subcontractors to define, refine, and maintain development processes and protocols including quality checks on all test materials. Provided status reports to the MCAS director. Established and monitored development schedules including teacher item-review meetings, bias/sensitivity meetings, and form-pulling meetings. Facilitated development kick-off meetings and bias/sensitivity meetings.
- 1998–2003 **Science Specialist, Measured Progress, Inc., Dover, NH**
Developed science assessment materials for elementary, middle, and high school levels. Worked closely with state departments of education and teacher advisory committees to create grade-appropriate assessments. Assessments included multiple-choice items, open-response items with four point rubrics, and scenario-based items. Facilitated committee work in interpreting state frameworks, brainstorming/writing items aligned to the frameworks, analyzing statistical results, and drafting proficiency level descriptors. For each contract, item development typically included writing, editing, and field testing a large set of items; compiling and analyzing field test results; presenting items and results for committee review; and editing/refining selected items. Also trained scoring personnel during the benchmarking process prior to the scoring of the items. Coordinated in-house science assignments and schedules. Kept in-house curriculum library up-to-date.
- 1993–1998 **Postdoctoral Research Assistant/ Graduate Research Assistant, Iowa Testing Programs, University of Iowa, Iowa City, IA**
Checked the accuracy of science passages and edited science items for the Iowa Tests of Educational Development (ITED). Conducted a validation study for the ITED science test through interviewing high school students to determine what they think about when responding to science items on the ITED. Created science passages and associated items for the Iowa Tests of Basic Skills (ITBS). Served as statistical consultant for several dissertations and taught intermediate statistics on occasion.
- 1990–1992 **Graduate Assistant, Science Education, University of Iowa, Iowa City, IA**
Supervised science student teachers. Located reference materials for science teachers writing curriculum materials for the Scope, Sequence, and Coordination Project (SS&C).
- 1992–1993 **Science Teacher, John Adams Middle School, Rochester, MN**
- 1980–1990 **Science Teacher, Science Department Chairperson, and Head Scheduler, Lourdes High School, Rochester, MN**



James Manhart

Science Group Manager: Curriculum and Assessment

Professional Experience

1978–1980 Science/Math Teacher, Good Counsel Academy, Mankato, MN
Minnesota Standard License—Grades 7-12 Sciences – all
Iowa Professional Teacher License—Grades 7-12 Biology, Chemistry, General Science, Mathematics, Physical Science, Physics
Taught various high school science courses (grades 7, 9-12), including advanced Biology, Biology, Chemistry, Life Science, Physical Science, Physics, and science research. Also taught several high school mathematics courses including pre-algebra, the second year of algebra, pre-calculus, and calculus.
As a high school science department chairperson, coordinated plans for the layout of a new science facility consisting of four science classrooms and a common prep room. Wrote and implemented a \$5,000 IBM grant for improving the school's biology program. In the role of head scheduler, created the modular class schedule (10 day cycle, 20 mods per day) for the entire school.

Relevant Publications and Presentations

Manhart, J.J., and Forsyth, R.A. (1999). Review of the books *Mathematics Achievement in the Middle School (TIMSS)* and *Science Achievement in the Middle School (TIMSS)*. *Journal of Educational Measurement*, 36, 79-85.
Manhart, J.J. (1998). *Gender Differences in Scientific Literacy*. (Iowa Testing programs Occasional Papers No. 44). Iowa City, Iowa: University of Iowa.
Manhart, J.J. (1998). *Gender Differences in Scientific Literacy*. Paper presented at the meeting of the National Council on Measurement in Education, San Diego, CA
Manhart, J.J. (1996). *Factor Analytic Methods for Determining Whether Multiple-Choice and Constructed Response Tests Measure the Same Construct*. Paper presented at the meeting of the National Council on Measurement in Education (NCME), New York, NY

Professional Affiliations

National Council on Measurement in Education (NCME)
National Science Teachers Association (NSTA)



Beneta W. Brown

Science Specialist: Curriculum and Assessment

Summary of Qualifications

At Measured Progress, Ms. Brown develops selected-response and constructed-response science items aligned to client specific curriculum standards for a variety of testing programs. She also reviews the work of freelance item writers and edits items as necessary. She regularly selects items for tests based on field-test data and client specifications. Ms. Brown brings almost twenty years of classroom experience to her position at Measured Progress.

Education

M.S., Natural Science, Rensselaer Polytechnic Institute, Troy, NY
B.A., Biology, Hampton Institute, Hampton, VA
Postgraduate Professional License, Commonwealth of Virginia

2006–present Test Developer, Measured Progress, Inc., Dover, NH

At Measured Progress, Ms. Brown's duties include developing assessment materials in science such as multiple-choice items, short-answer items, and constructed-response items with rubrics. All items are aligned to state standards. Among other duties inherent to this position are facilitating content review meetings with state content advisory committees, presenting potential assessment items to the committees, editing items based on committee input, and presenting field-test results to the committees. Ms. Brown is currently assigned to the following contracts: Georgia High School Graduation Test, NECAP (New England Common Assessment Program) 11th grade science, MontCAS (Montana 4th grade science), Utah 7th grade science, Georgia End-of-Course Test. Ms. Brown attended the AAAS (American Association for the Advancement of Science) conference in Portland, ME in December 2006.

1977–2006 Biology Teacher, Bethel High School, Hampton City Schools, Hampton, VA

Professional Experience

Planned, evaluated, and assigned lessons; maintained classroom discipline; prepared, administered, and graded tests and papers, prepared report cards, and met with parents and school staff to discuss students' academic progress or personal problems. Observed and evaluated students' performance. Teach all levels of biology, AP biology, anatomy and physiology, and Tech-Prep science to ninth graders. Among her many successes are: enhanced student understanding and motivation from 50% to 80% by using the Internet, science educational software, and the video microscope to teach biological concepts; provided technology training to staff and students on PowerPoint, writing html, developing a personal webpage; pioneered inclusion in the biology class with a Special Education Teacher which improves the SOL scores of all students as well as Special Education students; stimulated interest, inspired discovery learning, and improved comprehension of biological concepts by using literature, storytelling, poems, wanted posters, PowerPoint, and web page development in lesson; modified and simplified the science and math curricula to fit the needs of students with behavioral problem that were excluded from regular school. This allowed them to complete courses needed for graduation.



Beneta W. Brown

Science Specialist: Curriculum and Assessment

Professional Experience

1992–2006 **Instructional Leader, Bethel High School, Hampton City Schools, Hampton, VA**

Science Instructional Leader/Department Chairman In this position, Ms Brown performed the following duties: maintained the science department budget, observed and evaluated fourteen science teachers; assisted science teachers in instructional decisions; ordered equipment and materials; gathered, organized and evaluated data from citywide assessments; encouraged science teachers to involve students in activities that apply their knowledge in science; assisted teachers in techniques necessary for classroom management; collaborated in interviews of new personnel, developed reports and provided information to building Administrators and Science Coordinator. She also trained science and Special Education teachers in the use of the benchmark assessment Solar Data Disaggregator; attended conferences to attain information of current trends and techniques to assist members of the department; organized a successful plan to improve assessment scores in deficient areas, scores improved by 10% on the 2005 SOL's; provided positive leadership to science teachers; developed curricula for the district in accordance with state Standards Of Learning as well as questions for citywide benchmark assessments; mediated and helped resolve conflicts; mentored students and teachers; and planned and estimated use of time and materials for science department.

2002–2006 **Adjunct Professor and Upward Bound Instructor, Hampton University, Hampton, VA**

Ms. Brown was responsible for effectively planning and teaching courses in a classroom environment to students from a variety of academic backgrounds and experiences. She served as Adjunct Professor of biology on campus and online with Hampton University's Continuing Education Department. She developed and taught an online biology course for Hampton University Continuing Education Department. She provided introductions and lab experiences for Earth Science and Biology courses during the Upward Bound Summer Residential Program. As a part of Upward Bound, Ms. Brown analyzed student achievement and generated individual study plans to improve grades in Earth Science and Biology.

Professional Affiliations

National Science Teachers Association
National Association of Biology Teachers
American Federation of Teachers



Janet C. Dykstra

Science Specialist: Curriculum and Assessment

Summary of Qualifications

At Measured Progress, Ms. Dykstra develops selected-response and constructed-response science items aligned to client specific curriculum standards. She also works with content advisory committees and presents assessment items and results for committee review. Ms. Dykstra brings to Measured Progress twelve years of college teaching for a variety of ability levels in diverse demographic settings. She has an extensive background in marine and environmental science which includes teaching, research, field work, and laboratory work. She has also taught introductory biology, human biology, anatomy and physiology, ecology and evolution, zoology, and cell biology. She has contributed to the development of course curricula and assessment tools as well as co-authoring several laboratory manuals.

Education

M.S. Zoology (Biological oceanography), University of Rhode Island, Kingston and Narragansett, RI

B.S. Biology (Neurobiology and Behavior), Cornell University, Ithaca, NY

Professional Experience

2006–present Science Specialist, Measured Progress, Inc., Dover NH

Develop test items for statewide science assessments. Current assignments are Lead Science Developer for the Utah Science Core Criterion-Referenced Test (CRT). Science Test Developer for the Georgia Biology End of Course Exam, and Science Test Developer for the Montana Comprehensive Assessment System Criterion-Referenced Tests (MontCAS). As Lead and Test Developer, manage development and test construction for grades 4-12 in Utah, and grade 10 in Georgia and Montana. Item development includes developing multiple-choice, short-answer, and constructed-response items and rubrics according to state curriculum frameworks. These items are aligned to individual state standards. Further responsibilities include test construction, benchmarking, annotating state standards for further item development, facilitating committee meetings, and writing or editing state educational documents in connection with test development. As Lead in Utah, work with the Utah DOE to provide training for Utah teachers through both oral presentations and the development of training documents for Utah Teachers' Item Writing Workshops. Recent item development for Utah Science also includes computer innovative items. At Measured Progress, currently serve on the IABS Implementation Committee to improve the design of the current test item database.

2004–2005 Instructor of Biology, Gordon College, Wenham, MA

Responsible for teaching Environmental Science, Ecology and Evolution, Zoology, Physiology, Cell Biology, Senior and Freshman. Organized CoastSweep 2004–Gordon College's participation in an International Coastal Cleanup sponsored by The Ocean Conservancy. Prepared lectures, laboratory exercises and seminars.



Janet C. Dykstra

Science Specialist: Curriculum and Assessment

Professional Experience

- 2000–2003 **Adjunct Lecturer, Endicott College, Beverly, MA**
Responsible for teaching Environmental Science and Marine Science. Developed new curriculum for Environmental and Marine Science courses. Wrote Laboratory Manuals for Environmental and Marine Science courses. Co-organized CoastSweep 2000, 2001 and 2002–Endicott College’s participation in the International Coastal Cleanup sponsored by The Ocean Conservancy. Supervised laboratory classes and student research. Developed PowerPoint presentations for lectures. Success of these courses led to the initiation of an Environmental Studies major at Endicott College.
- 2000–2003 **Science Laboratory Technician, Endicott College, Beverly, MA**
Coordinated use of science lab space and equipment. Trained and supervised two work study students each semester. Established Excel inventory database. Wrote and distributed periodic science staff reports.
- 1998–2000 **Lecturer, Gordon College, Wenham, MA**
Lecturer in Marine Science. May 2000–Received the Academic Service Award given to a part-time faculty person for excellence in teaching and service. Organized CoastSweep 1999–Gordon College’s participation in an International Coastal Cleanup sponsored by The Ocean Conservancy.
- 1998–2000 **Lab Instructor, Gordon College, Wenham, MA**
Responsible for laboratory classes in Human Biology, Anatomy and Physiology, and Marine Science. Developed laboratory exercises for these topics. Prepared lab equipment and supplies. Initiated a system of grading and laboratory preparation to facilitate consistency among multiple lab sections and teaching assistants. Designed and participated in workshops for educators.
- 1993–1995 **Lecturer, University of Rhode Island, Kingston and Providence, RI**
Instituted two courses in Introductory Biology: one for undergraduates and one for continuing education. Developed lab exercises for both courses. Trained teaching assistants for laboratory sections
- 1980–1987 **Bookkeeper for a commercial fishing business, Windward Trawlers, Inc., Narragansett, RI**
- 1982–1983 **Co-owner of a wholesale seafood business, Dykstra Seafood, Wakefield, RI**
- 1975–1977 **Teaching Assistant, University of Rhode Island, Kingston, RI**
- 1974–1975 **Teaching Assistant, Cornell University, Ithaca, NY**

Relevant Publications and Presentations

- Dykstra, J. (2003). Marine Science Laboratory Manual. SCN130: Marine Science lab manual. Published and distributed at Endicott College to students of this course.
- Dykstra, J. and E. Rydbeck. (2003). Environmental Science Laboratory Manual. SCN131: Environmental Science lab manual. Published and distributed at Endicott College to students of this course.

Janet C. Dykstra

Science Specialist: Curriculum and Assessment

Relevant Publications and Presentations

Camp, R. and J. Dykstra. (2000). Human biology, health and disease: NS 220 lab manual. Revision of 1999 edition.

Dykstra, J. and Camp, R. (1999). Doing scientific experiments in class. Workshop presented at 1999 Four College Education Conference entitled: Discovery. Beverly High School, Beverly, MA.

Camp, R. and J. Dykstra. (1998). Effective demonstrations and the use of music to enhance the lecture format. Demonstration of effective laboratory techniques presented at a Project Kaleidoscope workshop entitled: What works: alternatives to lecture-based learning in math and science. Wheaton College, MA.

Camp, R. and J. Dykstra. (1999). Human biology, health and disease: NS220 lab manual. Published and distributed at Gordon College to students of this course.

Dykstra, J. (1979). The effect of cauterization of the axillary glands on the behavior of the oyster toadfish, *Opsanus tau*. Master's Thesis: University of Rhode Island. Kingston, RI.

Dykstra, J. (1977). Reconstruction of the skeletal remains of a bottlenose dolphin, *Tursiops truncatus*. Research and reconstruction presented at the University of Rhode Island. Mounted skeleton on display in Newport Maritime Museum, Newport, RI.

Fieldgate, J. (1975). A comparison of the underwater orientation of the fiddler crabs. *Uca rapax* and *Uca pugilator*. Research paper presented at Cornell University, Ithaca, NY.

Professional Affiliations

American Association for the Advancement of Science

National Association of Biology Teachers

National Science Teachers Association



Steve Veit
Science Specialist: Curriculum and Assessment

Summary of Qualifications

Steve started his science career as a research associate developing candidate vaccines for HIV and later progressed to his current passion of science education. As a graduate research associate at the University of Maine, Steve worked with school districts to facilitate the Maine Learning Results implementation using qualitative and quantitative research techniques. Steve also studied comparative education focusing on standards at Oxford University. His educational experience includes tutoring, substitute teaching, National Youth Sports Program Science Coach as well as teaching Integrated Science, Environmental Science, and AP Environmental Science. More recently, Steve managed the quality control (QC) and quality assurance (QA) programs for immunodiagnostic reagent manufacturing.

Education

M.Ed., Life and Physical Sciences in Secondary Education, University of Maine, Orono, ME
B.S., Biochemistry, Virginia Tech, Blacksburg, VA

Professional Experience

2008–present Science Specialist, Measured Progress, Inc., Dover, NH

Reviewed and developed technology enhanced items (TEI), multiple choice (MC) and constructed response (CR) items. Aligned MC and CR items to state specific standards. Worked with Departments of Education and teacher committees to develop assessment instruments. Developed technology enhanced items to bring standards assessment beyond paper and pencil methods. Recent test development includes Maine (grade 5), Massachusetts (grade 5), Utah (grade 6 and 7), Georgia (physical and life science end of course tests), Nevada (alternative testing), and Washington (alternative testing).

2007 Quality Control Director, Capricorn Products, Portland, ME

Responsible for the quality control for over 100 anti-sera products in accordance with internal and ISO 9001 procedures. Maintained quality control (QC) and quality assurance (QA) records and data for ISO documentation following Good Manufacturing Practice (GMP) and Good Laboratory Practice (GMP/GLP). Performed regular maintenance and QA on various laboratory equipment. Supervised and organized initial quality control for incoming goat anti-sera.

2002–2006 Physical and Life Science Teacher, MSAD 41, Milo, ME

Implemented district curriculum aligned with Maine State Learning Results (MSLR) for life and physical science. Extensively used Maine Asynchronous Transfer Mode (ATM) system for science instruction simultaneously in two other schools. Routinely used technology in the classroom for instruction and student work. Assisted in a local Teacher Development Team. Chaired New England Association of Schools and Colleges (NEASC) committee.

1998–2001 Research Associate, University of Maine, Orono, ME

Conducted individual and focus group interviews using qualitative analysis techniques. Performed statistical analysis with state and national datasets. Assisted Union 92 with implementation of the MSLR standards. Conducted program evaluation for various educational grants. Organized a large educational, financial, and demographic dataset for Maine legislative districts.



Steve Veit

Science Specialist: Curriculum and Assessment

Professional Experience	1994–1996 Research Assistant II, Henry M. Jackson Foundation, Rockville, MD Assisted pre-clinical evaluation and assessment of candidate HIV vaccines. Assessed potential immunogens for HIV vaccine development. Maintained computer database of enzyme linked immunosorbent assay (ELISA) and BIAcore assays. Trained new technicians and visiting scientists.
Relevant Publications and Presentations	Veit, S. (1999). Maine Legislative District Education Reports: 119 th Legislature. Veit, S. (1997). Immune Response in Four Distinct Compartments of Women Infected with HIV-1: A Comparison by Site and Correlation with Clinical Information. <i>Journal of Infectious Diseases</i> , 175(2):265-71.
Honors and Awards	2000 Oxford University, Standards and Comparative Education, Study Abroad 1999 Kappa Delta Pi, National Educational Honor Society. Treasurer 1989 People to People Youth Science Exchange. Chemistry Delegation, Soviet Union



Susan E. Tierney

Science Specialist: Curriculum and Assessment

Summary of Qualifications

At Measured Progress, Ms. Tierney develops selected-response and constructed-response science items aligned to client specific curriculum standards. She also reviews the work of freelance items writers and edited items as necessary. Ms. Tierney brings to Measured Progress an extensive background in Earth Science which includes teaching, research, field work, and laboratory work.

Education

M.Ed., Earth and Space Science Education, University of Florida, Gainesville, FL M.S., Geology, University of Florida, Gainesville, FL

B.S., Geology, University of Pittsburgh, Pittsburgh, PA

Professional Experience

2007–present Science Specialist, Measured Progress, Inc., Dover NH

Responsibilities include developing assessment materials in science such as multiple-choice, short-answer, and constructed-response items and rubrics according to state curriculum frameworks. This includes creating or editing items, field testing, analyzing field test results for committee review, and editing/refining selected items. These items are aligned to individual state standards. This includes working with content advisory committees and presenting assessment items and results for committee review. Annotations for existing test items are also developed. Recent test development include NECAP (Grade 8), Montana (Grade 8), Georgia (Physical Science – Grade 9), and Utah (Earth Systems – Grade 9).

2006–2007 Adjunct Instructor, Santa Fe Community College, Gainesville, FL

Responsible for teaching Earth Science.

2005–2006 Tutor, Sylvan Learning Centers, Gainesville, FL

Tutored Academic Reading, Beginning Reading, Study Skills, Writing, and Math Essentials.

2004–2005 Science Teacher, P.K. Yonge Developmental Laboratory School, Gainesville, FL

Responsible for teaching 8th grade Physical Science and Study Skills.

2004–2004 Adjunct Instructor, Santa Fe Community College, Gainesville, FL

Responsible for teaching Physical Geology and Environmental Science.

2003–2004 Science/Pre-Algebra Teacher, Millhopper Montessori School, Gainesville, FL

Taught 4th-8th grade Natural Science and 7th-8th grade Pre-Algebra. Also arranged a middle school field trip to biotechnology incubator and county-wide science fair. Assisted with organizing the 4th-8th grade science fair.

2003 Classroom Assistant, F.W. Buchholz High School, Gainesville, FL

Assisted in Earth Space Science Honors and Environmental Science AP.

2000–2001 Teaching Assistant, University of Florida, Gainesville, FL

Responsible for teaching laboratory sections of Earth Science and Oceanography.



Susan E. Tierney

Science Specialist: Curriculum and Assessment

Professional Experience

2001–2003 Research Assistant, University of Florida, Gainesville, FL

As a research assistant, Ms. Tierney participated in the evaluation of the Petrology, Geochemistry, and Tectonics of the intersection of the Southern Juan de Fuca Ridge and Blanco Transform Fault for her Master's thesis. She participated in an oceanographic research cruise to the Juan de Fuca Ridge. (Pacific Ocean), collected and documented samples of sea-floor basalt. Prepared rock samples for analysis of geochemical constituents and analyzed rock slides for geochemical constituents using an Electron Microprobe and an X-Ray Fluorescence (XRF) spectrometer. Prepared samples for analysis on Thermal Ionization Mass Spectrometer (TIMS) using wet chemical "clean lab" techniques.

1999–2000 Geotechnical Inspector, Earth Engineering Incorporated, Blue Bell, PA

In her role as Geotechnical inspector, Ms. Tierney supervised drilling of soil sampling and rock coring, classified soils and rock strata in the field, monitored construction earthwork, and analyzed soil for acceptable bearing capacity. Also prepared daily field-reports documenting activities of contractors and assisted in preparation of geotechnical reports.

1997–1997 Lab Assistant, University of Pittsburgh, PA

As a lab assistant, Ms. Tierney separated minerals in rocks in preparation for the minerals to be radiometrically dated.

Honors and Awards

2001 Recipient Travel Grant for Research Cruise from Graduate Student Council, University of Florida

1998 Recipient Norman K. Flint Memorial Field Scholarship for Field Studies, University of Pittsburgh

1996 Inducted into Sigma Gamma Epsilon, National Earth Science Honors Fraternity, University of Pittsburgh

Client#: 34182

MEAPR

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/13/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER People's United Ins. Agency 501 Islington Street 3rd Floor Portsmouth, NH 03801	CONTACT NAME: Anna Gallant PHONE (A/C, No, Ext): 603 427-7534 E-MAIL ADDRESS: Anna.Gallant@peoples.com	FAX (A/C, No): 603 436-0606
	INSURER(S) AFFORDING COVERAGE	
INSURED Measured Progress, Inc. Attn: Anne Surman PO Box 1217 Dover, NH 03820	INSURER A: Cincinnati Insurance Co.	
	INSURER B: Hartford	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CPP1059993	03/05/2009	03/05/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CPA1059993	03/05/2011	03/05/2012	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CPP1059993	03/05/2009	03/05/2012	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	04WEDO9118	03/05/2011	03/05/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	D&O		BCP8678562	12/01/2010	12/01/2013	\$3,000,000 \$50,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Proof of Insurance

CERTIFICATE HOLDER

State of New Hampshire
 Department of Education
 101 Pleasant Street
 Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anna Gallant

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