



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

May 31, 2016

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

REQUESTED ACTION

1. Authorize the Department of Education to exercise a renewal option of a contract with Measured Progress, Inc., Dover, New Hampshire (vendor code 175323), by increasing the price limitation in the amount of \$976,671.00 from \$1,044,829.00 to \$2,021,500.00, for the period effective July 1, 2016 through June 30, 2017, to develop, score, analyze, and report results of a New England Common Assessment Program (NECAP) Science Assessment to meet current federal and state requirements. This contract was originally approved by Governor and Council on June 22, 2011 (Item #317), renewed on July 10, 2013 (Item #94), renewed on August 5, 2014 (Item #83A), and renewed on July 22, 2015 (Item #106). 48% General Funds, 52% Federal Funds.

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

	<u>FY17</u>
06-56-56-562110-49670000-612-500942 State Testing	\$472,306.00
06-56-56-562110-49930000-102-500731 Contracts for Program Services	\$504,365.00

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

Her Excellency, Governor Margaret Wood Hassan
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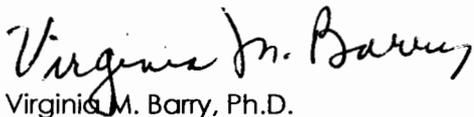
Hampshire Curriculum Frameworks, and to develop and implement effective methods for assessing that learning and its application so that local decisions about curriculum development and delivery could be made. Pursuant to RSA 193-E:1, these frameworks form part of New Hampshire's definition of an adequate public education. Within NHEIAP, the Department administers a New Hampshire Alternate Assessment (NH ALPs) in science for students with the most significant cognitive disabilities.

The increase in the cost of the ALPS assessment this year is attributed to distribution, scoring, and reporting (labor and indirect costs).

The Department of Education would like to exercise its renewal option to contract with Measured Progress based upon their extensive work on this project and the strong relationships they have developed 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,



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

VMB:emr

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Bureau of Accountability and Assessment, hereinafter "the Agency," and Measured Progress, Dover, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was originally approved by Governor and Council on July 22, 2015 (Item #105) hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2016 and replacing with June 30, 2017
2. Amend Section 1.8 by removing \$399,327.00 and replacing with \$810,636.00
3. Remove Exhibit A (Scope of Services) and replace with Exhibit A-1 (Scope of Services)
4. Remove Exhibit B (Budget) and replace with Exhibit B-1 (Budget)
5. Remove Exhibit C and replace with Exhibit C-1
6. Remove Appendix A Reporting Products Delivered September 2015 and replace with Appendix A-1 Reporting Products Delivered September 2016
7. All other provisions of the contract shall remain in effect.
8. This modification shall be effective on the date of Governor and Council approval.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education

By: Virginia M. Barry
Virginia M. Barry, Commissioner of Education

Measured Progress, Inc.

By: Martin Borg
Martin Borg, President & CEO

STATE OF New Hampshire

County of Stafford

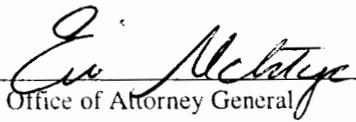
On this the 31st day of May, 2016 before me, Janet K. Goodwin, the undersigned officer, personally appeared Martin Borg who acknowledged himself/herself to be the President & CEO of Measured Progress Inc. a corporation, and that he/she, as such President & CEO, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as President & CEO.

In WITNESS WHEREOF I hereto set my hand and official seal.

Janet K. Goodwin
Notary Public/Justice of the Peace

JANET K. GOODWIN
Notary Public, State of New Hampshire
My Commission Expires Nov. 14, 2017

Approved as to form, substance and execution by the Attorney General this 1st day of June, 2016.

By: 
Office of Attorney General

Approved by the Governor and Council this _____ day of _____, 2016

By: _____

Exhibit A-1

SCOPE OF SERVICES

Measured Progress, Inc. will provide the following services to the New Hampshire Department of Education (NHDOE) beginning July 1, 2016 through June 30, 2017:

1. Project Management:

The Measured Progress Core Project Management Team - Ms. Cristina Haley, the current Measured Progress project director for the NH Science ALPs, will remain in this key role for the contract. Ms. Haley has been budgeted part-time, 105 days.

A project assistant will support the NH Science ALPs program and has been budgeted for 105 days.

A special education specialist will provide technical support and ongoing assistance to the contract. He/she will facilitate the field administration training and be a part of the scoring preparation and training. The specialist has been budgeted for 52 days.

Ms. Alicia Cuttle, Measured Progress Assistant Director of Special Education, will provide direct supervision of and support to the Measured Progress project director, Ms. Haley, as well as the senior technical advisor for the NH Science ALPs program.

Management Meetings - Measured Progress' project management team will plan, participate in, and support bi-weekly management meetings with the NHDOE. The meetings will be held via conference call, videoconference, or WebEx. The purpose of these meetings is to review the status of work in progress on this contract, to review schedules to ensure timely production of all deliverables, and to address and resolve other issues as needed. At the end of each management meeting, Measured Progress will prepare written notes in a timely manner and send them to the NHDOE team.

Technical Advisory Committee Meetings - Measured Progress will attend one meeting of the state's national Technical Advisory Committee. Staff in attendance will include Ms. Cuttle and Ms. Haley, as well as other staff as appropriate based on the needs of the NHDOE. Measured Progress will work with the NHDOE to prepare for these meetings. Measured Progress will ensure that the appropriate Measured Progress staff members participate. Measured Progress confirms that only costs for Measured Progress staff to prepare for and attend these meetings have been included in the budget. Additionally, Measured Progress confirms their understanding that costs for these meetings are not covered under this contract.

2. Scoring & Reporting of the 2015-2016 NH ALPs Science Assessment:

Scoring Session - The special education management team will work closely with the NHDOE to ensure consistency across years, yielding reliable and valid results. Scoring of the NH ALPs will take place at Measured Progress' scoring facility in Dover, New Hampshire. Measured Progress has budgeted to score up to 400 student portfolios.

Training for Scoring - Table leaders and scorers will receive extensive training in content, access and communication, student authorship, procedural validity, content-specific scoring approaches, procedures, and clarifications specific to the NH ALPs Assessment. Training will be a collaborative effort with the NHDOE; the Measured Progress special education Specialist and management team.

Double Scoring - Measured Progress will conduct a random selection of 20% of the total number of received portfolios per grade. Data will be captured for technical reporting purposes only and will be summarized in the Technical Report.

Scoring Process and Materials - Measured Progress will utilize the same work samples (bench mark packets) developed in 2013 for scorer training and qualification purposes. Measured Progress will work collaboratively with the NHDOE to update all training materials. Measured Progress will prepare all training materials and supplies.

3. Report Shipment and On-line Delivery:

Measured Progress will continue to provide NH ALPs student-level reports and all data files using their online reporting capabilities. The online system provides authorized NHDOE, school, and district staff the ability to print reports directly from their desktop when required. Measured Progress will provide an Individual Student Report—one colored hard copy for students/parents. Schools may download a copy from the online reporting system. Measured Progress has budgeted for all costs associated with the secure delivery of up to 400 NH ALPs individual student reports to schools.

Report Interpretation Guide - Measured Progress will provide the NH ALPs Report Interpretation Guide for the reporting of the 2015-2016 science assessment results. This guide will be delivered on-line through the NH ALPs website and the Measured Progress confidential on-line delivery system.

4. Return Portfolio Shipment to Schools:

Measured Progress will return all 2015-2016 science portfolios to schools in September of 2016.

5. Research and Analysis:

Measured Progress' psychometricians, and data analysts will work together to ensure that the quality of the NH Science ALPs assessment is not only maintained, but improved.

6. Technical Reporting:

The 2015-2016 annual technical report will provide the NHDOE with the necessary evidence to demonstrate that the NH Science ALPs serves its intended purpose, is aligned with the NH Curriculum Frameworks, fulfills the test specifications (including accessibility criteria), and meets accepted procedures undertaken prior to, during, and after NH Science ALPs administration. The technical report will also provide comprehensive information related to statistical analyses, and will document the validity and reliability of the assessment while providing evidence of compliance with all state and federal regulations.

Typically, the technical reports produced for the NH ALPs will provide information on the following broad topics: purpose; test blueprint; alignment of the test to the relevant New Hampshire Alternate Learning Progressions content standards; test development.

7. Materials Retention and Destruction:

Measured Progress will store the physical scoring worksheets and student score forms for a period of two years after the reporting of the assessment. Upon completion of each period, Measured Progress will submit a recycling request for approval by the NHDOE, at which time the materials will be securely destroyed. Materials from the 2014-2015 NH ALPs assessment will expire in September of 2017; materials from the 2015-2016 NH Science ALPs assessment will expire in September of 2018.

8. Data Retention and Destruction:

The following production data will be retained in a way that allows for successful restoration and accessibility through the active duration of Contract # 201:

- Scanned data from scoring
- Reporting data, including state level data files, district level data files, school level data files, and school level individual student reports.

Annually, reporting data for the current administration cycle will be delivered to the Department's encrypted hard drive with other NH programs contracted by Measured Progress (i.e. NECAP Science) in the fall.

9. Student Registration, Training, and Administration of the 2016-2017 NH ALPs Science Assessment (Grades 4, 8, and 11):

Student Registration - Student information, school, district and demographic information will be collected during the student registration window, March 1-31, 2017. Online student registration will be provided through the NHDOE's *i4see* data system. The NHDOE will provide a student registration data file containing student identification, demographic and program information to Measured Progress. Measured Progress' special education management team and Data and Reporting Services (DRS) will work with the NHDOE to resolve discrepant information through a series of data file exchanges prior to the production of student identification labels and shipment of Return Materials packets to the schools each spring. Student identification labels that can be affixed to students' portfolios, related documents and envelopes containing the video evidence are a means of security and tracking processes.

To ensure processing efficiency and reporting accuracy, Measured Progress generates a unique 10-digit random value with a check digit that is used as the barcode on the student identification label for each student. Each unique barcode links to a specific student record in the data file. When the scanning systems capture the barcode from the student identification label, Measured Progress will link this information to the student data file and provide the NHDOE with the student records associated with the barcode value. Using this information, the NHDOE can maintain state quality control of identifying information.

Training - The Measured Progress Specialist will provide training and support to the field during the administration window. The Specialist will lead development of all science administration materials and facilitate professional development trainings. Trainings will be provided to districts and teachers via two (2) live Administration Webinars. In addition, the information from these training sessions will be broken into modules, recorded, and posted for teacher access. Administration materials will include:

- administration training manual
- portfolio template
- supporting guidance documents
- administration training PowerPoints

These will be provided on-line via the NH ALPS website.

Administration - Measured Progress will work closely with the NHDOE to establish mutually agreeable milestone dates for all activities and handoffs that meet the NHDOE's needs for timely administration of the science assessment that supports and aligns with their needs of the state's whole assessment system.

The Measured Progress Specialist will be available via phone and e-mail throughout the year to provide overall expert support to the field regarding content, accessibility, and administration. The specialist will promote consistency in communication among districts, teachers, and others in the field. The project manager will be available via phone and e-mail throughout the year to provide overall support regarding procedural NH Science ALPs questions.

Return Materials - Measured Progress has budgeted for all costs associated with the secure pick-up of up to 400 NH Science ALPs portfolios from schools to their Dover, New Hampshire scoring center. This includes the production and delivery of secure *Return Materials* packets to schools, all communications with schools regarding instructions for packing and shipping portfolios to Measured Progress and scheduling of the one-day United Parcel Service (UPS®) pickup.

All science portfolios will be returned from schools to the Measured Progress distribution center in Dover, New Hampshire via traceable, prepaid UPS® packages. Measured Progress will load the student and demographic information provided in the final student registration data file by the NHDOE into their electronic database, which will serve as the repository for all information to receive and track portfolios and the ancillary materials associated with the program. When materials are received, their iTrack system will first verify that at least one envelope has been returned from every school which received *Return Materials* packets. A list of students and schools with no returning materials will be produced and sent to the project management team for discrepancy resolution.

Following resolution of discrepancies, the student portfolios will be logged into the Measured Progress system, which creates an electronic record for each student using a unique student number. This process creates a link between that student and his or her school and the School Administrative Unit (SAU) using the student data file provided at the time the portfolios are submitted. In the data processing step by Measured Progress' Data and Reporting Services (DRS) staff, this information is merged by the unique student identification number mentioned previously, ensuring that the link between the student and all of his or her information remains intact. Any discrepancies will be resolved working with DRS and the project management team in collaboration with the NHDOE.

The student score forms will be matched with each student's portfolio during the login process. Upon completion of scoring, the score forms with scanned information will be used to create a complete and current database of student scores for each portfolio. The data file created through the scanning process will then be imported and merged into the database. Prior to scanning, Measured Progress will work with the NHDOE to determine rules and procedures for data cleanup and reporting. These rules will then be applied during the demographic data cleanup.

Once portfolios have been logged in, they will be sorted by grade in preparation for scoring. Prior to

repackaging portfolios for scoring, they will be spiraled to prevent the likelihood that portfolios from the same school will be scored at one table during the scoring process, thereby mitigating scorer bias. An inventory of all portfolios with their respective barcode numbers and box numbers will be cataloged and maintained during secure storage in the event that a single portfolio needs to be accessed at any time between the conclusion of the login process, scoring, and the return of that portfolio to the originating school.

Scoring Materials Development - Measured Progress will work closely with the NHDOE to establish mutually agreeable milestone dates for all activities and handoffs that meet the NHDOE's needs for timely scoring of the science assessment that supports and aligns with their needs of the state's whole assessment system.

To maintain consistency of scoring from year-to-year, it is vital that the same science scoring approach and procedures be implemented, as was defined in year one of the NH ALPs Assessment scoring processes. The special education management team will work closely with the NHDOE to ensure consistency across years. Comparability will be ensured through the scoring process and scoring rubrics—in addition to Measured Progress' standard scoring quality control processes used each year.

Scoring Process and Materials - Measured Progress will utilize the same work samples (bench mark packets) developed in 2013 for scorer training and qualification purposes. To maintain assessment validity and scoring continuity, Measured Progress will utilize these same work samples for the 2017 science scoring session. Production of science only scoring materials will include:

- training manual
- slide presentation
- student score form (scannable)
- other supporting documents

Report Development - Measured Progress will continue to provide the science Individual Student Reports - one for students/parents - and student-level reports and all data files. These reports will be designed to highlight the academic nature of the assessment and the students' performance.

Reporting requirements and specifications are captured in a document referred to as the decision rules. This document identifies how all reporting calculations are performed including how student participation is defined and which students are included in aggregations. The decision rules also document report specific actions such as the suppression of data or special formatting of results. The decision rules provide sections dedicated to each report or data file deliverable for the contract as well as sections that outline the calculations across all reports. This allows for uniformity across the assessment reporting as well as focused attention on each unique report or data file.

10. NH ALPs Website:

Measured Progress will transition the NH ALPs website from the LifeRay© platform to the WordPress© platform. This is a company platform transition. There is no impact to the contract. Measured Progress will continue to maintain and manage the NH ALPs website and update it as necessary throughout the year.

Exhibit B-1

Budget through June 30, 2017:

Production Category	FY 2017
Project Management & Planning	\$140,300.00
Meetings/Trainings	\$2,883.00
Production	\$4,401.00
Distribution	\$51,972.00
Scanning/Imaging	\$1,815.00
Scoring	\$41,136.00
Research & Analysis	\$28,041.00
Reporting	\$63,307.00
Overhead and Fees	\$77,454.00
TOTAL:	\$411,309.00

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 \$411,309.00.

Funding Source: Funding for this contract is 47% General Funds and 53% Federal Funds from the following accounts:

	<u>FY 17</u>
06-56-56-562110-49670000-612-500942	\$193,109.00
06-56-56-562110-49930000-102-500731	\$ 12,545.50
06-56-56-562510-41100000-102-500731	\$205,654.50

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, Ph.D.
Division Director
NH Department of Education
101 Pleasant Street
Concord, New Hampshire 03301

EXHIBIT C-1

Amend Section 14.1.1 by increasing the comprehensive general liability insurance from \$250,000 per claim and \$2,000,000 per occurrence to \$1,000,000 per occurrence and \$2,000,000 per aggregate.

Appendix A-1

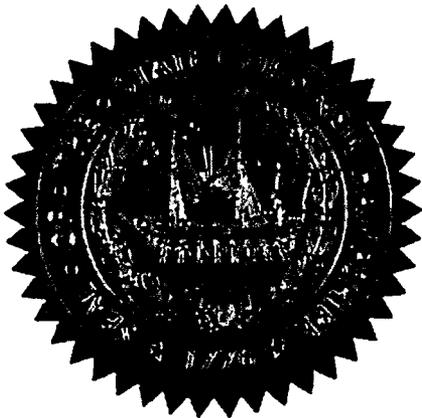
REPORTING PRODUCTS DELIVERED SEPTEMBER 2016

Deliverable Products	Description & Delivery Medium
Individual Student Report for Parent/Guardian	Confidential Print (1) color shipped to school • 1 content, 4 pages (2 sheets) • Duplex
School Level <ul style="list-style-type: none"> • Individual Student Report • Student Level Data File & layout file 	Confidential Measured Progress Secure On-line delivery system
District Level* <ul style="list-style-type: none"> • Student Level Data File & layout file • Out of District Report • Disaggregated Reports <p>*districts also have access to all school-level data for schools in their district</p>	Confidential Measured Progress Secure On-line delivery system
District Level <ul style="list-style-type: none"> • Disaggregated Reports (summary of all grades, by content) 	Non-confidential On-line release by NHDOE
State Level <ul style="list-style-type: none"> • Disaggregated • Historical Report 	Non-confidential On-line release by NHDOE
State <ul style="list-style-type: none"> • State Student Raw Data • State Student Raw Data layout • State Student Results Data • State Student Results Data layout 	Confidential Release via Measured Progress FTP site

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 20th day of April, A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

The undersigned, Shelly Craig, CFO 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 and CEO, 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
Shelly Craig	Chief Financial Officer

IN WITNESS THEREOF, the undersigned has hereunto set his hand this 31 day of May 2016.

By: Shelly Craig, CFO
Shelly Craig, Chief Financial Officer

Sworn to and subscribed before me this 31 day of May, by Lara Lombardi

Lara Lombardi (Seal)
Signature of Notary





It's all about student learning. **Period.**

100 Education Way, Dover, NH 03820 | measuredprogress.org | 603.749.9102

CERTIFICATE OF RESOLUTION

The undersigned, Shelly Craig, CFO 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:

In recognition that the Resolution of the Board of Directors document for Measured Progress, Inc. pre-dates the contract and The Certificate of Authority. This document will serve as confirmation that the Resolution of the Board of Directors relative to

Signing authority remains in effect.

IN WITNESS THEREOF, the undersigned has hereunto set his hand this, 31st day of May, 2016.

Shelly Craig, CFO
By:

Shelly Craig, CFO

Sworn to and subscribed before me this, 31st day of May, 2016.

By: [Signature]
Signature of Notary (Seal)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/08/2016

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.centrequest@Marsh.com Fax: 212-948-4377	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
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:		

363072-GAWXP-GAWXP-16-17

INSURED
 Measured Progress Inc
 100 Education Way
 Dover, NH 03820

COVERAGES **CERTIFICATE NUMBER:** NYC-007230218-12 **REVISION NUMBER:** 6

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 <input type="checkbox"/> OTHER			03/05/2016	03/05/2017	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 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 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 <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			03/05/2016	03/05/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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 <input checked="" type="checkbox"/> N N/A		03/05/2016	03/05/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROPERTY-OTHER DEDUCTIBLES MAY APPLY AS PER POLICY TERMS			03/05/2016	03/05/2017	BUSINESS INCOME LIMIT 10,000,000

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

CERTIFICATE HOLDER NH 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>
-----------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Key Personnel

Cristina Haley
Alicia Cuttle
Betsy Rogers
Stephanie Arroyo



Alicia Cuttle

Program Manager: Client Services, Special Education

Summary of Qualifications	<p>Ms. Alicia Cuttle is the currently an Assistant Director in the Special Education Department. She joined Measured Progress in 2002 and has since had the opportunity to work with alternate assessment programs in Massachusetts, Washington, New York, and Florida. As a program manager and then project director, she has cultivated strong working relationships with clients and partner states, focusing on understanding each of their unique needs and goals. A highly experienced trainer and facilitator with practiced skills supporting in-state training networks, score site coordinators, and Advisory Committee members as well as providing proactive responses to requests from all levels including districts, teachers and administrators. Alicia consistently demonstrates a commitment to providing the highest level of customer service to meet the needs of state clients while maintaining on time and under budget deliverables.</p> <p>Ms. Cuttle has over twenty years of project management experience making her a highly organized and schedule oriented leader who takes committed ownership of each assessment program she oversees.</p>
Education	<p>M.S., Organizational Leadership, Southern New Hampshire University, Manchester, NH</p> <p>Graduate Certificate in Professional Development and Training, Train the Trainer, University of New Hampshire, Durham, NH</p> <p>B.S., Biology, major concentration Elementary Education, Roger Williams University, Bristol, RI</p>
Professional Experience	<p>2015–present Assistant Director Special Education, Measured Progress, Inc., Dover, NH</p> <p>Responsible for the supervision of managerial staff and management of alternate assessments ranging from the creation of assessment products and scheduling of assignments to the development, motivation, and evaluation of staff necessary to fulfill contract requirements. Utilizes expertise in management and organizational development to evaluate existing test production practices and procedures and to recommend and implement production-process improvements that result in increased efficiency and departmental capacity. Additional responsibilities include the following: manage quality, timelines, and work assignments of contract program managers and support staff; work with group managers to oversee other professional staff within the department; supervise the development and delivery of departmental products for both the state and local markets; ensure quality control of assessment production and workflow in collaboration with the special education director.</p> <p>2004–2015 Program Manager, Client Services, Special Education, Measured Progress, Inc., Dover, NH</p> <p>Working closely with colleagues from New York State Education Department as the project director for the NYSAA program Ms. Cuttle had oversight for all program related operations and related activities based on the scope of work and budget. Includes planning, coordinating and facilitating meetings and regional training for training specialists and score site coordinators based on the train-the-trainer model, development of an annual technical report, logistical operations related to shipping and receiving for the program. Serves as the primary technical support for the field for content and process questions related to NYSAA administration and scoring.</p>



Alicia Cuttle

Program Manager: Client Services, Special Education

Professional Experience

Coordinated development, editing, revisions, approval and production of all contract related materials administration, training and scoring. Oversees the annual Reliability Monitoring Review (RMR) scoring operation. Oversight of the project schedule ensuring timely delivery of all contract activities and materials within the programs scope and budget. Provides monthly status report to NYSED. Ms. Cuttle also served as lead contact for Washington's Office of Superintendent of Public Instruction and oversaw all contract related activities for both OSPI and internal clients. Planned, coordinated, and co facilitated training for teachers, meetings with OPSI's internal department representatives, presented to the National Technical Advisory Committee, developed the annual technical report, and logistical operations related to shipping and receiving for the program. Oversaw the project schedule ensuring timely delivery of all contract activities and materials within the program's scope and budget. Collected encrypted raw data and coordinated all activities related to analysis, programming, production and dissemination of student reports. Provided weekly summary of all contract related activities to OSPI. Prior to working with OSPI, Ms. Cuttle was the program manager for the NYSAA program.

2002-2004 Program Assistant, Client Services, Special Education, Measured Progress, Inc., Dover, NH

At Measured Progress, served as initial contact for New York State Department of Education and responded to all inquiries, processed requests and followed-up as necessary. Maintained contract related databases for all groups and committees, List Serves; coordinated mailings, shipping and registrations. Event planning for all contract associated events including meetings, trainings, and special events; contract negotiation; processed participant registrations, lodging and travel requests; participated in events and acted as on site contact. Assisted in coordinating and monitoring contract schedule for major activities and deliverables. Assisted in drafting and development, proofing, revisions and production of all contract related materials. Participated in contract related meetings both in person and via teleconference, recorded and distributed meeting minutes.

2000-2002 Senior Wholesale Account Manager, The Lollipop Tree, Inc., Portsmouth, NH

Maintained house account base and proactively sought new business growth through various avenues of trade to attain annual sales goals. Managed existing and developed new Contract Pack & Private Label accounts. Maintained daily, weekly and monthly sales reports. Developed and maintained departmental procedures, forms and tools. Managed sales and contact database. Handled daily customer service issues, processed and input orders. Assisted with collateral development. Exceeded individual and departmental sales goals.

1998-2000 Office Manager, The Lollipop Tree, Inc., Portsmouth, NH

Managed front office operations and supervised reception staff. Responsible for human resource documentation including file maintenance, insurance and COBRA enrollment and changes, processed new hires and conducted orientations, developed policy handbook, developed and managed incentive and recognition programs. Procured and maintained inventory of all office supplies. Developed and maintained departmental forms, reports and tools. Performed sales department support including telephone sales and customer service. Provided support for accounting including daily deposits and postings, invoicing and vendor and customer inquiries. Managed and maintained facility, telephone and voicemail systems.



Alicia Cuttle

Program Manager: Client Services, Special Education

Professional Experience

1996–1998 Administrative Assistant, The Lollipop Tree, Inc., Portsmouth, NH

Provided administrative support to President and General Manager – assisted with daily operations, word processing, graphics and forms, spreadsheets, reports, meetings and general correspondence. Assisted with sales support including data entry, customer service inquiry and complaint processing, order input and back-up telephone sales. Managed Factory Store operations, maintained inventory levels, developed advertising and promotions and supervised staff. Assisted Human Resource Director with file maintenance, insurance enrollments and changes, attendance and time out records maintenance and processing of new hires.

1994–1996 Administrative Assistant, Allied Telesyn International Corporation, Portsmouth, NH

Processed sales collateral requests, generated weekly inventories tracking usage and processed replenishment orders accordingly. Maintained office equipment, directed incoming and outgoing communications and handled on-site shipping and receiving tasks. Provided customer support. Covered receptionist duties during breaks, lunches and absences.

1993 Administrative Assistant, A&A Metro South Limousine, Bridgewater, MA

Accepted, processed and scheduled transportation reservations and inquiries, administered corporate billing and correspondence. Directly supervised 15-25 chauffeurs and drivers. Developed and implemented fuel tracking and vehicle repair records and subsequently directed reports to management. Developed and proposed growth plans including mailings and promotional materials.

Professional Affiliations and/or Certifications

Project Management Professional certification (currently preparing for examination)

Project Management Institute, member 2015

Kittery Rotary After Hours Club 2013-present; Service Project Director 2013-2014, Vice President 2015, President Elect 2016

Co-chair Kittery Community Auction 2013–2015-

R.W. Traip Academy Athletic Boosters member, Treasurer 2006-2014



Cristina Haley

Program Manager II: Client Services, Special Education

Summary of Qualifications

Ms. Cristina Haley is currently the program manager for the New Hampshire Alternate Learning Progressions Assessment. In this role she contributes to the successful management and operation of all aspects related to the reading, writing, mathematics and science alternate assessment.

Education

B.S., Health Management and Policy, University of New Hampshire, Durham, NH

Professional Experience

2011–present Program Manager II, Client Services Special Education, Measured Progress, Inc., Dover, NH

Present responsibilities include administering and overseeing all aspects of the reading, writing, mathematics, and science alternate assessment program. This includes communicating program design and objectives to internal and external personnel, creating and maintaining the production schedule for all program components from initial development through technical reporting, and establishing and maintaining positive working relationships and communications with personnel from state departments of education, advisory committees, districts, and schools. Other responsibilities include developing and proofing contract related materials, facilitating committee meetings, and overseeing other program management staff.

2006–2011 Program Assistant II, Client Services, Measured Progress, Inc., Dover, NH

Provide friendly and knowledgeable assistance to the client and field. An extensive knowledge base of the contract, databases and software, allowed her to provide field support related to enrollment, administration and reporting, corresponding administrative forms and processes, and assistance with the many on-line services provided by Measured Progress. Assisted in coordinating and monitoring contract schedule for major activities; assisted operations involving materials and deliverables, test administration processes, materials log-in and reporting. Assisted in drafting, developing, and proofing, revisions and production of all contract related materials including notices, mailings, test forms, item sets, manuals and administration materials, and technical reports. Participated in contract related meetings both in person and via teleconference, recorded minutes and notes for distribution to participants.

2003–2006 Senior Intake and Admissions Representative, Seacoast Mental Health, Portsmouth, NH

Primary responsibilities included initial contact for client, triage history and functionality to determine disposition, established client with appropriate therapeutic support, admitted client for treatment, primary contact for managed care contracts and referrals, referring businesses and partnerships, and managers and clinical staff serving as an interdepartmental liaison; supported collection efforts, and managed clinical schedule.

2002–2003 Lead Administrator, Pond View Acres, Inc., Assisted Living, Barrington, NH

Managed all daily operations, compliance of Federal, State and Local regulations, and chart review; supervised and assisted Resident Health Management, Medication Management; hired, trained and supervised Licensed Nursing Assistants, managed payroll, provided direct client care, and developed and implemented activities program.



Cristina Haley

Program Manager: Client Services, Special Education

Professional
Experience

2000–2001 Medical Assistant, Vein Clinics of America, Vienna, VA

Assisted the lead doctor and nurse in a variety of clinical procedures, managed administrative needs for clinic and clients.

1998–2000 Independent Living Activities Coordinator, CTRS, The Washington House, Alexandria, VA

Developed and implemented therapeutic programs for older adults, assessed programs, resident's participation, and level of need, abilities, interests and behaviors.



Betsy Rogers
Specialist: Client Services, Special Education

Summary of Qualifications

As a special education specialist for Client Services, Ms. Betsy Rogers provides a variety of consulting services by working with states to identify and develop strategies to appropriately evaluate students with significant cognitive disabilities. Based on the needs of the client, Ms. Rogers works on customized test development, development of scoring rubrics, manuals, and implementation guides, in addition to report documents. Ms. Rogers also works with states to expand content standards, set alternate achievement standards, and enhance instructional strategies and Individualized Education Plans (IEPs) for students with significant cognitive disabilities.

Ms. Rogers has a wide range of experience working with students from diverse backgrounds, spanning a large age range, and various disabilities. She previously worked with students with visual impairments at the Idaho School for the Deaf and the Blind providing both direct instruction to students and consultative services to school districts and special educators, including braille instruction, testing accommodations, curricular and environmental adaptations, assistive technology trouble shooting, assessment and IEP planning, and in-service/training for individuals with visual impairments age birth to 21 including those with additional and significant disabilities. Additionally, Ms. Rogers held a leadership role in an adult developmental disability agency.

Education

M.A., Special Education, University of Northern Colorado, Greeley, CO
B.A., Anthropology and Sociology, (Albertson) College of Idaho, Caldwell, ID

Professional Experience

2012–present Specialist, Special Education, Measured Progress Inc., Dover, NH

Provides program leadership in administering assessment programs for students with special needs. Consults with Measured Progress program managers and state department of education staff. Involved in alternate assessment program designs, objectives, development, planning, implementation, and assessment administration training. Conducts in-state workshops with educational professionals on the development of alternate assessments.

2007–2012 Educational Specialist for Students with Visual Impairments, Idaho School for the Deaf and the Blind, Meridian, ID

Provided direct instruction to students with visual impairments (including students with multiple impairments) and consultation services to special education professionals including providing recommendations for adaptations and accommodations for the environment/classroom setting, curriculum materials, testing materials, and assistive technology. Conducted assessments including functional vision assessments and learning media assessments to determine most effective literacy medium delivery. Participated in educational planning as an active member of the IEP team, and provided in-service trainings to staff regarding the educational implications of vision loss, and dual sensory loss.

2007 English Teacher, Kaenkrowittaya School, Chaiphum, Thailand

Intensive English Program instructor for English Language Learners (ELL) in matayom 1, 2, and 5 (equivalent to 6th, 7th, and 11th in North America). Provided instruction in how to speak, read, and write using English language, in addition to developing listening skills. Also participated in school-wide activities such as English camps, and other special events.



Betsy Rogers
Specialist: Client Services, Special Education

2005–2007 Developmental Specialist, Western Idaho Training Company, Nampa, ID

Responsible for the design and implementation of developmental curriculums, training, and treatment for adults who have disabilities in cognitive/affective, sensory motor, and communication skills. Active member of the multidisciplinary team in order to evaluate, diagnose, and determine long and short-term service plans for each individual, as well as ensuring that therapies provided by other professionals are implemented as specified in the individual service plan. Evaluated caseloads and budget to assure highest quality of services, appropriate billing, and compliance with Medicaid.

Relevant Publications and Presentations

Rogers, B. (2012). **Assistive Technology for Students with Visual Impairments Presentation.** Northwest Nazarene University, Nampa, ID.

Professional Affiliations or Certifications

Idaho Elementary Education Certificate (Grades K-8)
Idaho Special Education Certificate (Grades K-12)



Stephanie Arroyo

Special Education Specialist Senior: Client Services, Special Education

Summary of Qualifications

As a Special Education Specialist Senior, Ms. Stephanie Arroyo provides program leadership across multiple contracts in administering assessment programs for students with special needs, in fulfillment of the provisions of the Individuals with Disabilities Education Act (IDEA) 2004 and the No Child Left Behind (NCLB) Act of 2001. Ms. Arroyo consults with Measured Progress program managers and state departments of education regarding alternate assessment program designs, objectives, development, planning, and implementation. She also conducts in-state professional development trainings with educational professionals on the implementation of alternate assessments and related professional development topics.

Ms. Arroyo has worked in Special Education as a teacher for children with severe and profound disabilities for 5 years in the state of Maine. As a special education teacher, Ms. Arroyo was responsible for consulting with teachers, educational technicians/support staff, and the Special Education Director on Individualized Education Plans (IEPs) and alternate assessments within the district. She created, coordinated, and facilitated independent workshops for her educational support staff and interested school district members on the Maine Personalized Alternate Assessment Portfolio (PAAP). She attended all alternate assessment conferences provided through the Maine Department of Education and Measured Progress. Ms. Arroyo then communicated and provided support on the PAAP process, state alignment of tasks, and scoring procedures to the support to staff in her classroom, ensuring consistency in the implementation of the PAAP process. Ms. Arroyo completed the 2004–2005 school year by being a scorer for the 2005 PAAP Scoring Session in Portland, Maine.

Education

M.S., Elementary Special Education, University of Southern Maine, Gorham, ME
B.A., Self-designed Linguistics, University of Southern Maine, Gorham, ME

Professional Experience

2005–present Special Education Specialist Senior, Client Services, Special Education, Measured Progress, Inc., Dover, NH

2003–2005 Elementary Special Education Teacher, Wells-Ogunquit Community School District, Wells, ME

2001–2003 Special Education Teacher, The School at Sweetser, Saco, ME

2000–2001 Education Technician III, The School of Sweetser, Saco, ME

1999–2000 Education Technician III, The Spurwink School, South Portland, ME

Professional Affiliations or Certifications

Certification in Maine for K–12 Special Education
Certification in Therapeutic Crisis Intervention

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

Paul K. Leather
Deputy Commissioner
Tel. 603-271-7301

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 22, 2015

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

Retroactive

REQUESTED ACTION

Authorize the Department of Education, Division of Educational Improvement, to **retroactively** exercise a renewal option of a contract with Measured Progress, Inc., Dover, NH (vendor code 175323), in an amount not to exceed \$399,327.00, for the period effective July 1, 2015 through June 30, 2016, pending legislative approval of the next biennial budget, to continue to develop, score and report results of a science alternate assessment based on alternate achievement standards, The NH Alternate Learning Progressions Assessment (NH ALPs), to meet current federal and State requirements. This contract was originally approved by Governor and Council on June 20, 2012 (Item #201), renewed on June 19, 2013 (Item #86), amended on February 12, 2014 (Item #37), and renewed on August 5, 2014 (Item #83B). 46% General Funds, 54% Federal Funds

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

	<u>FY 16</u>
06-56-56-562020-32600000-612-500942 State Testing	\$185,219.00
06-56-56-562010-64220000-102-500731 Contracts for Program Services	\$214,108.00

EXPLANATION

The Department is requesting that this contract be approved **retroactive** to July 1, 2015. The reason for this request is to ensure a continuation of services to meet federal and state reporting deadlines. The presentation of this contract was delayed due to the confirmation of federal funds for the 2016 fiscal year.

The Department, in conjunction with the State Board of Education and the State Legislature, is responsible for the on-going implementation of an academically centered 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

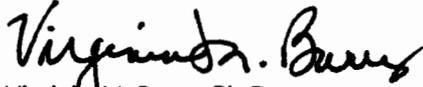
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
June 22, 2015
Page 2

Hampshire Curriculum Frameworks, and 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 RSA 193-E:1, these frameworks form part of New Hampshire's definition of an adequate public education. Within NHEIAP, the Department administers a New Hampshire Alternate Assessment (NH ALPs) in science for students with the most significant cognitive disabilities.

The Department of Education would like to exercise its renewal option to contract with Measured Progress based upon their extensive knowledge of this project and the strong relationships they have developed 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,



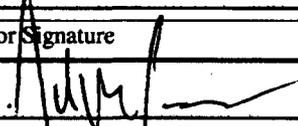
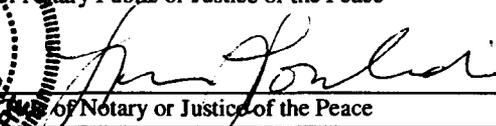
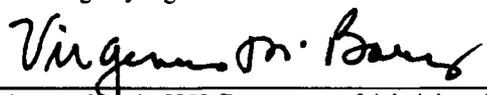
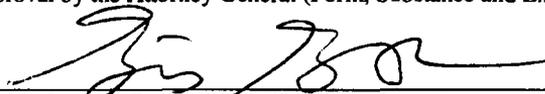
Virginia M. Barry, Ph.D.
Commissioner of Education

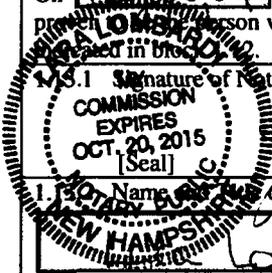
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Subject: New Hampshire Alternate Learning Progressions (NH-ALPs) Science Assessment FORM NUMBER P-37 (version 1/09)

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

1. IDENTIFICATION.

1.1 State Agency Name 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, 2016	1.8 Price Limitation \$399,327.00
1.9 Contracting Officer for State Agency Scott J. Mantie, PhD, Administrator, Bureau of Accountability		1.10 State Agency Telephone Number 603-271-3844	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory JHE PARSONS CFO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Stafford</u> On <u>May 20 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily presented to me a person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity			
1.14 Signature of Notary Public or Justice of the Peace 			
1.15 Name of Notary or Justice of the Peace Lombardi, 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: <u>7/1/15</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.

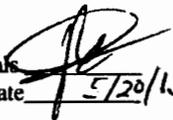
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event 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.

Contractor Initials 
Date 5/20/15

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.

Exhibit A

SCOPE OF SERVICES

Measured Progress, Inc. will provide the following services to the New Hampshire Department of Education (NHDOE) beginning July 1, 2015 through June 30, 2016:

1. Project Management:

The Measured Progress Core Project Management Team - Ms. Cristina Haley, the current Measured Progress project director for the NH Science ALPs, will remain in this key role for the contract. Ms. Haley has been budgeted part-time, 105 days.

A project assistant will support the NH Science ALPs program and has been budgeted for 105 days.

A special education specialist will provide technical support and ongoing assistance to the contract. He/she will facilitate the field administration training and be a part of the scoring preparation and training. The specialist has been budgeted for 52 days.

Ms. Susan Izard, Measured Progress Director of Special Education, will provide direct supervision of and support to the Measured Progress project director, Ms. Haley, as well as the senior technical advisor for the NH Science ALPs program.

Management Meetings - Measured Progress' project management team will plan, participate in, and support bi-weekly management meetings with the NHDOE. The meetings will be held via conference call, videoconference, or WebEx. The purpose of these meetings is to review the status of work in progress on this contract, to review schedules to ensure timely production of all deliverables, and to address and resolve other issues as needed. At the end of each management meeting, Measured Progress will prepare written notes in a timely manner and send them to the NHDOE team.

Technical Advisory Committee Meetings - Measured Progress will attend one meeting of the state's national Technical Advisory Committee. Staff in attendance will include Ms. Izard and Ms. Haley, as well as other staff as appropriate based on the needs of the NHDOE. Measured Progress will work with the NHDOE to prepare for these meetings. Measured Progress will ensure that the appropriate Measured Progress staff members participate. Measured Progress confirms that only costs for Measured Progress staff to prepare for and attend these meetings have been included in the budget. Additionally, Measured Progress confirms their understanding that costs for these meetings are not covered under this contract.

2. Scoring & Reporting of the 2014-2015 NH ALPs Science Assessment:

Scoring Session - The special education management team will work closely with the NHDOE to ensure consistency across years, yielding reliable and valid results. Scoring of the NH ALPs will take place at Measured Progress' scoring facility in Dover, New Hampshire. Measured Progress has budgeted to score up to 450 student portfolios.

Training for Scoring - Table leaders and scorers will receive extensive training in content, access and communication, student authorship, procedural validity, content-specific scoring approaches, procedures, and clarifications specific to the NH ALPs Assessment. Training will be a collaborative effort with the NHDOE; the Measured Progress special education Specialist and management team.

Double Scoring - Measured Progress will conduct a random selection of 20% of the total number of received portfolios per grade. Data will be captured for technical reporting purposes only and will be summarized in the Technical Report.

Scoring Process and Materials - Measured Progress will utilize the same work samples (bench mark packets) developed in 2013 for scorer training and qualification purposes. Measured Progress will work collaboratively with the NHDOE to update all training materials. Measured Progress will prepare all training materials and supplies.

3. Report Shipment and On-line Delivery:

Measured Progress will continue to provide NH ALPs student-level reports and all data files using their online reporting capabilities. The online system provides authorized NHDOE, school, and district staff the ability to print reports directly from their desktop when required. Measured Progress will provide an Individual Student Report—one colored hard copy for students/parents. Schools may download a copy from the online reporting system. Measured Progress has budgeted for all costs associated with the secure delivery of up to 450 NH ALPs individual student reports to schools.

Report Interpretation Guide - Measured Progress will provide the NH ALPs Report Interpretation Guide for the reporting of the 2014-2015 science assessment results. This guide will be delivered on-line through the NH ALPs website and the Measured Progress confidential on-line delivery system.

4. Return Portfolio Shipment to Schools:

Measured Progress will return all 2014-2015 science portfolios to schools in September of 2015.

5. Research and Analysis:

Measured Progress' test development specialists, psychometricians, and data analysts will work together to ensure that the quality of the NH Science ALPs assessment is not only maintained, but improved.

6. Technical Reporting:

The 2014-2015 annual technical report will provide the NHDOE with the necessary evidence to demonstrate that the NH Science ALPs serves its intended purpose, is aligned with the NH Curriculum Frameworks, fulfills the test specifications (including accessibility criteria), and meets accepted procedures undertaken prior to, during, and after NH Science ALPs administration. The technical report will also provide comprehensive information related to statistical analyses, and will document the validity and reliability of the assessment while providing evidence of compliance with all state and federal regulations.

Typically, the technical reports produced for the NH ALPs will provide information on the following broad topics: purpose; test blueprint; alignment of the test to the relevant New Hampshire Alternate Learning Progressions content standards; test development.

7. Materials Retention and Destruction:

Measured Progress will store the physical scoring worksheets and student score forms for a period of two years after the reporting of the assessment. Upon completion of each period, Measured Progress will submit a recycling request for approval by the NHDOE, at which time the materials will be securely destroyed. Materials from the 2013-2014 NH ALPs assessment will expire in September of 2016; materials from the 2014-2015 NH Science ALPs assessment will expire in September of 2017.

8. Student Registration, Training, and Administration of the 2015-2016 NH ALPs Science Assessment (Grades 4, 8, and 11):

Student Registration - Student information, school, district and demographic information will be collected during the student registration window. Online student registration will be provided through the NHDOE's *i4see* data system. The NHDOE will provide a student registration data file containing student identification, demographic and program information to Measured Progress. Measured Progress' special education management team and Data and Reporting Services (DRS) will work with the NHDOE to resolve discrepant information through a series of data file exchanges prior to the production of student identification labels and shipment of Return Materials packets to the schools each spring. Student identification labels that can be affixed to students' portfolios, related documents and envelopes containing the video evidence are a means of security and tracking processes.

To improve processing efficiency and reporting accuracy, Measured Progress generates a unique 10-digit random value with a check digit that is used as the barcode on the student identification label for each student. Each unique barcode links to a specific student record in the data file. When the scanning systems capture the barcode from the student identification label, Measured Progress will link this information to the student data file and provide the NHDOE with the student records associated with the barcode value. Using this information, the NHDOE can maintain state quality control of identifying information.

Training - The Measured Progress Specialist will provide training and support to the field during the administration window. The Specialist will lead development of all science administration materials and facilitate professional development trainings. Trainings will be provided to districts and teachers via two (2) live Administration Webinars. In addition, the information from these training sessions will be broken into modules, recorded, and posted for teacher access. Administration materials will include:

- administration training manual
- portfolio template
- supporting guidance documents
- administration training PowerPoints

These will be provided on-line via the NH ALPS website.

Administration - Measured Progress will work closely with the NHDOE to establish mutually agreeable milestone dates for all activities and handoffs that meet the NHDOE's needs for timely administration of the science assessment that supports and aligns with their needs of the state's whole assessment system.

The Measured Progress Specialist will be available via phone and e-mail throughout the year to provide overall expert support to the field regarding content, accessibility, and administration. The specialist will promote consistency in communication among districts, teachers, and others in the field. The project manager will be available via phone and e-mail throughout the year to provide overall support regarding procedural NH Science ALPs questions.

Return Materials - Measured Progress has budgeted for all costs associated with the secure pick-up of up to 450 NH Science ALPs portfolios from schools to their Dover, New Hampshire scoring center. This includes the production and delivery of secure *Return Materials* packets to schools, all communications with schools regarding instructions for packing and shipping portfolios to Measured Progress and scheduling of the one-day United Parcel Service (UPS®) pickup.

All science portfolios will be returned from schools to the Measured Progress distribution center in Dover, New Hampshire via traceable, prepaid UPS® packages. Measured Progress will load the student and demographic information provided in the final student registration data file by the NHDOE into their electronic database, which will serve as the repository for all information to receive and track portfolios and the ancillary materials associated with the program. When materials are received, their iTrack system will first verify that at least one envelope has been returned from every school which received *Return Materials* packets. A list of students and schools with no returning materials will be produced and sent to the project management team for discrepancy resolution.

Following resolution of discrepancies, the student portfolios will be logged into the Measured Progress system, which creates an electronic record for each student using a unique student number. This process creates a link between that student and his or her school and the School Administrative Unit (SAU) using the student data file provided at the time the portfolios are submitted. In the data processing step by Measured Progress' Data and Reporting Services (DRS) staff, this information is merged by the unique student identification number mentioned previously, ensuring that the link between the student and all of his or her information remains intact. Any discrepancies will be resolved working with DRS and the project management team in collaboration with the NHDOE.

The student score forms will be matched with each student's portfolio during the login process. Upon completion of scoring, the score forms with scanned information will be used to create a complete and current database of student scores for each portfolio. The data file created through the scanning process will then be imported and merged into the database. Prior to scanning, Measured Progress will work with the NHDOE to determine rules and procedures for data cleanup and reporting. These rules will then be applied during the demographic data cleanup.

Once portfolios have been logged in, they will be sorted by grade in preparation for scoring. Prior to repackaging portfolios for scoring, they will be spiraled to prevent the likelihood that portfolios from the same school will be scored at one table during the scoring process, thereby mitigating scorer bias. An inventory of all portfolios with their respective barcode numbers and box numbers will be cataloged and maintained during secure storage in the event that a single portfolio needs to be accessed at any time between the conclusion of the login process, scoring, and the return of that portfolio to the originating school.

Scoring Materials Development - Measured Progress will work closely with the NHDOE to establish mutually agreeable milestone dates for all activities and handoffs that meet the NHDOE's needs for timely scoring of the science assessment that supports and aligns with their needs of the state's whole assessment system.

To maintain consistency of scoring from year-to-year, it is vital that the same science scoring approach and procedures be implemented, as was defined in year one of the NH ALPs Assessment scoring processes. The special education management team will work closely with the NHDOE to ensure consistency across years. Comparability will be ensured through the scoring process and scoring rubrics—in addition to Measured Progress' standard scoring quality control processes used each year.

Scoring Process and Materials - Measured Progress will utilize the same work samples (bench mark packets) developed in 2013 for scorer training and qualification purposes. To maintain assessment validity and scoring continuity, Measured Progress will utilize these same work samples for the 2016 science scoring session. Production of science only scoring materials will include:

- training manual
- power points
- student score form (scannable)
- other supporting documents

Report Development - Measured Progress will continue to provide the science Individual Student Reports - one for students/parents - and student-level reports and all data files. These reports will be designed to highlight the academic nature of the assessment and the students' performance.

Reporting requirements and specifications are captured in a document referred to as the decision rules. This document identifies how all reporting calculations are performed including how student participation is defined and which students are included in aggregations. The decision rules also document report specific actions such as the suppression of data or special formatting of results. The decision rules provide sections dedicated to each report or data file deliverable for the contract as well as sections that outline the calculations across all reports. This allows for uniformity across the assessment reporting as well as focused attention on each unique report or data file.

9. NH ALPs Website:

Measured Progress will continue to maintain the NH ALPs website and update it as necessary throughout the year.

Exhibit B

Budget through June 30, 2016:

Production Category	FY 2016
Project Management & Planning	\$146,058.00
Meetings/Trainings	\$2,883.00
Production	\$4,401.00
Distribution	\$49,716.00
Scanning/Imaging	\$1,809.00
Scoring	\$39,122.00
Research & Analysis	\$25,330.00
Reporting	\$54,810.00
Overhead and Fees	\$75,198.00
TOTAL:	\$399,327.00

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 \$399,327.00.

Funding Source: Funding for this contract is 46% General Funds and 54% Federal Funds from the following accounts:

FY 16	
06-56-56-562110-49670000-612-500942	\$185,219.00
06-56-56-562110-49930000-102-500731	\$214,108.00

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 Mantle, PhD
Administrator
NH Department of Education
101 Pleasant Street
Concord, New Hampshire 03301

Contractor Initials 
Date 5/20/15

EXHIBIT C

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


Contractor Initials
Date 5/20/15

Appendix A

REPORTING PRODUCTS DELIVERED SEPTEMBER 2015

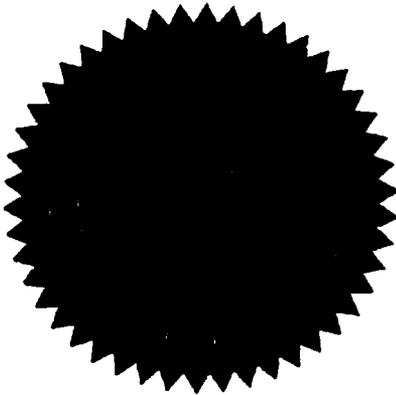
Deliverable Products	Description & Delivery Medium
Individual Student Report for Parent/Guardian	Confidential Print (1) color shipped to school
School Level <ul style="list-style-type: none"> • Individual Student Report • Student Level Data File & layout file 	Confidential Measured Progress Secure On-line delivery system
District Level* <ul style="list-style-type: none"> • Student Level Data File & layout file • Out of District Report • Disaggregated Reports <p>*districts also have access to all school-level data for schools in their district</p>	Confidential Measured Progress Secure On-line delivery system
District Level <ul style="list-style-type: none"> • Disaggregated Reports (summary of all grades, by content) 	Non-confidential On-line release by NHDOE
State Level <ul style="list-style-type: none"> • Disaggregated • Historical Report 	Non-confidential On-line release by NHDOE
State <ul style="list-style-type: none"> • State Student Raw Data • State Student Raw Data layout • State Student Results Data • State Student Results Data layout 	Confidential Release via Measured Progress FTP site


 Contractor Initials _____
 Date 5/20/15

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 7th day of April, A.D. 2015

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

William M. Gardner
Secretary of State



It's all about student learning. **Period.**

100 Education Way, Dover, NH 03820 | P.O. Box 1217, Dover, NH 03821 | **Web:** measuredprogress.org | **Office:** 603.749.9102 | **Fax:** 603.749.6398

The undersigned, Martin S. Borg, President and CEO 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. In recognition that the Resolution of the Board of Directors document for Measured Progress, Inc. pre-dates the contract and The Certificate of Authority. This document will serve as confirmation that the Resolution of the Board of Directors relative to signing authority remains in effect.

IN WITNESS THEREOF, the undersigned has hereunto set his hand this 1st day of July, 2015.

By: M. S. Borg
Martin S. Borg
President and CEO

Sworn to and subscribed before me this 1st day of July, 2015, by Janet K. Goodwin.

Janet K. Goodwin (Seal)
Signature of Notary

JANET K. GOODWIN, Notary Public
My Commission Expires November 14, 2017

CERTIFICATE OF AUTHORITY

The undersigned, Martin Borg, CEO, 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.

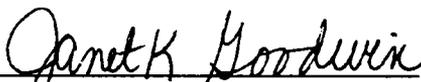
2. The persons listed below are duly elected, qualified and serving in the positions of the Corporation designated opposite his or her name, and each are fully authorized to act in the name of and on behalf of the Corporation.

<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 17th day of June 2015.

By: 
Martin Borg, CEO

Sworn to and subscribed before me this 17th day of June, by Janet K. Goodwin

 (Seal)
Signature of Notary

JANET K. GOODWIN, Notary Public
My Commission Expires November 14, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/16/2015

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.cerrequest@Marsh.com Fax: 212-948-4377 363072-GAWXS-GAWXS-15-16	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Charter Oak Fire Insurance Company</td> <td></td> <td>25615</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co. of America</td> <td></td> <td>25674</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </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-007230190-06 **REVISION NUMBER:** 4

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 INSD	SUBR NYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 OTHER: _____			██████████	03/05/2015	03/05/2016	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			██████████	03/05/2015	03/05/2016	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			██████████	03/05/2015	03/05/2016	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	██████████	03/05/2015	03/05/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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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**RESOLUTION OF THE BOARD OF DIRECTORS
MEASURED PROGRESS, INC.**

Consistent and in compliance with the By-Laws of Measured Progress, Inc., and all amendments thereto, the Board of Directors, on May 4, 2015, voted:

1. The Founding Principal, CEO, President, CFO, COO, and the Senior Vice President of Strategy, Products and Portfolio 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 upon such terms and conditions as the officer in his/her sole discretion deems appropriate, to conduct the business and affairs of the Corporation.

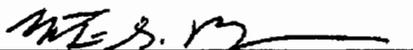
Also, the President may delegate, in writing, signature authority for respective areas of responsibility with dollar value limitations, to other officers or managers of the Corporation.

2. The persons listed below are duly elected, qualified and serving in the designated positions of the Corporation.

RESOLVED and acknowledged, this 4th day of May, 2015, by the Directors listed below.



Stuart R. Kahl
Founding Principal
Director



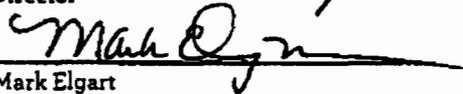
Martin S. Borg
President/Chief Executive Officer
Director



Richard Swartz
Senior Vice President
Director



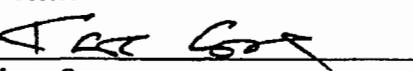
Alice J. Irby
Director



Mark Elgart
Director



Daniel G. Caton
Director



Karen Cowe
Director

Key Personnel

Cristina Haley
Susan Izard



Cristina Haley

Program Manager II: Client Services, Special Education

Summary of Qualifications	<p>Ms. Cristina Haley is currently the program manager for the New Hampshire Alternate Learning Progressions Assessment. In this role she contributes to the successful management and operation of all aspects related to the reading, writing, mathematics and science alternate assessment.</p>
Education	<p>B.S., Health Management and Policy, University of New Hampshire, Durham, NH</p>
Professional Experience	<p>2011–present Program Manager II, Client Services Special Education, Measured Progress, Inc., Dover, NH</p> <p>Present responsibilities include administering and overseeing all aspects of the reading, writing, mathematics, and science alternate assessment program. This includes communicating program design and objectives to internal and external personnel, creating and maintaining the production schedule for all program components from initial development through technical reporting, and establishing and maintaining positive working relationships and communications with personnel from state departments of education, advisory committees, districts, and schools. Other responsibilities include developing and proofing contract related materials, facilitating committee meetings, and overseeing other program management staff.</p> <p>2006–2011 Program Assistant II, Client Services, Measured Progress, Inc., Dover, NH</p> <p>Provide friendly and knowledgeable assistance to the client and field. An extensive knowledge base of the contract, databases and software, allowed her to provide field support related to enrollment, administration and reporting, corresponding administrative forms and processes, and assistance with the many on-line services provided by Measured Progress. Assisted in coordinating and monitoring contract schedule for major activities; assisted operations involving materials and deliverables, test administration processes, materials log-in and reporting. Assisted in drafting, developing, and proofing, revisions and production of all contract related materials including notices, mailings, test forms, item sets, manuals and administration materials, and technical reports. Participated in contract related meetings both in person and via teleconference, recorded minutes and notes for distribution to participants.</p> <p>2003–2006 Senior Intake and Admissions Representative, Seacoast Mental Health, Portsmouth, NH</p> <p>Primary responsibilities included initial contact for client, triage history and functionality to determine disposition, established client with appropriate therapeutic support, admitted client for treatment, primary contact for managed care contracts and referrals, referring businesses and partnerships, and managers and clinical staff serving as an interdepartmental liaison; supported collection efforts, and managed clinical schedule.</p> <p>2002–2003 Lead Administrator, Pond View Acres, Inc., Assisted Living, Barrington, NH</p> <p>Managed all daily operations, compliance of Federal, State and Local regulations, and chart review; supervised and assisted Resident Health Management, Medication Management; hired, trained and supervised Licensed Nursing Assistants, managed payroll, provided direct client care, and developed and implemented activities program.</p>



Cristina Haley

Program Manager: Client Services, Special Education

Professional
Experience

2000–2001 Medical Assistant, Vein Clinics of America, Vienna, VA

Assisted the lead doctor and nurse in a variety of clinical procedures, managed administrative needs for clinic and clients.

1998–2000 Independent Living Activities Coordinator, CTRS, The Washington House, Alexandria, VA

Developed and implemented therapeutic programs for older adults, assessed programs, resident's participation, and level of need, abilities, interests and behaviors.



Susan Izard
Director: Client Services, Special Education

Summary of
Qualifications

Ms. Susan Izard has been involved in the education profession for the last twenty-five years. Ms. Izard joined Measured Progress in 2003. As director of the Special Education department, she fulfills both leadership and support roles for the implementation of large-scale alternate assessment contracts, ensuring the quality and timeliness of these contracts.

She started in the education field as a general education teacher and later earned her certification in special education, working with a range of students with disabilities from learning disabilities to significant cognitive disabilities. Ms. Izard parlayed her educational experiences into a state level education position with the Department of Education for the state of New Hampshire. There, she coordinated both the monitoring and program approval process of all special education programs in the state, and the state level alternate assessment portfolio process.

Ms. Izard has presented on the topic of alternate assessment to a variety of audiences within the state of New Hampshire as well as on the national level at the CCSSO Large Scale Assessment Conferences in 2002, 2003, 2005 and 2013. She is an organized practical individual who feels that decisions should be made with the child at the center.

Education

M.Ed., Curriculum and Instruction, Keene State College, Keene, NH
B.S., Education, State University of New York, Cortland, NY

Professional
Experience

2010–present Director, Client Services, Special Education, Measured Progress, Inc., Dover, NH

Ms. Izard manages the Client Services - Special Education department, including the supervision of one assistant director, program managers, program assistants, and special education specialists. This includes providing leadership and support for the implementation of large-scale statewide alternate assessment contracts, including ensuring the quality and timeliness of the product. She assists in interviewing, selecting, training, and mentoring of new staff. Involved in the monitoring of contract budgets at the development stage, after budget approval, and maintaining positive working relationships internally and externally. Actively involved as liaison between Measured Progress's Special Education department and other functional groups.

2003–2009 Assistant Director, Client Services, Special Education, Measured Progress, Inc., Dover, NH

2000–2003 Bureau of Special Education, New Hampshire Department of Education, Concord, NH

1989–2000 General and Special Educator

Recent
Publications
and/or
Presentations

Izard, S. (2013). *Two States' Experiences Transitioning from Paper and Pencil to Online Portfolio AA-AAAs Systems*. Presented at CCSSO large scale assessment conference, National Harbor, MD.

Izard, S. (2007–2009). *Florida Alternate Assessment training for alternate assessment district test coordinators*. Alternate assessment administration and train-the-trainer workshops, Tampa, FL.