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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

May 13, 2013

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

43% General Funds  
57% Federal Funds

REQUESTED ACTION

Authorize the Department of Education to exercise the renewal option to enter into a contract with Measured Progress, Inc., Dover, New Hampshire (vendor code 175323), originally approved by Governor and Council on June 20, 2012 (Item #201); to continue to develop, score, analyze, and report results of an alternate assessment based on alternate achievement standards, The NH Alternate Learning Progressions Assessment (NH ALPs), to meet current federal and State requirements in an amount not to exceed \$736,513.00 beginning July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2014, pending legislative approval of the next biennium budget. Funds are 43% general funds and 57% federal funds.

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

Account	FY14
06-56-56-562010-32600000-612-500942	\$316,700.59
06-56-56-562010-64220000-102-500731	\$419,812.41

EXPLANATION

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

May 13, 2013

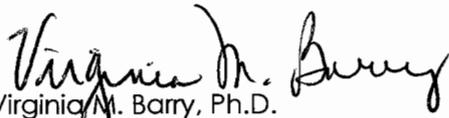
Page Two

Measured Progress continues to provide quality service to New Hampshire at the most affordable price, while being flexible enough to respond to the needs of New Hampshire to the annual production and administration processes of the Alternate Learning Progressions Assessment (NH ALPs), Measured Progress is responsible for the annual scoring and analysis of assessment results, and the preparation and distribution of assessment reports to parents, classroom teachers, principals and superintendents. The contract also provides for the transition from the initial assessment foundation, based on the existing NH Curriculum Frameworks Standards, to an updated version of the assessment that must be aligned to and based upon the newly adopted Common Core State Standards; by law this transition must begin in fiscal year 2015. Additional alignment, design revisions, standard setting and growth modeling activities are required during this fiscal year 2015-2017 transitional period. This contract establishes the blueprint and resources for a highly efficient and seamless conversion across all impacted production processes and completion of all associated technical validation tasks required.

The Department of Education would like to exercise its renewal to contract with Measured Progress based upon their extensive work on this project and the strong partnership connections with 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. In the event Federal Funds no longer become available, General Funds will not be requested to support this program.

Respectfully submitted,



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

VMB:BJR  
Attachments

Subject: NH Alternate Learning Progressions Assessment

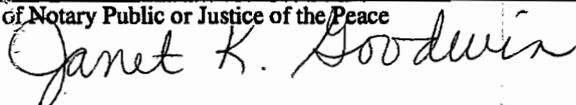
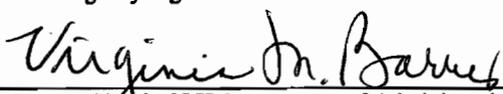
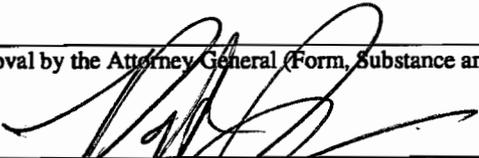
FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>NH State Department of Education</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>Measured Progress, Inc.</u>		1.4 Contractor Address <u>100 Education Way, Dover, NH 03820</u>	
1.5 Contractor Phone Number <u>603-749-9102</u>	1.6 Account Number <u>See Exhibit B</u>	1.7 Completion Date <u>June 30, 2014</u>	1.8 Price Limitation <u>\$736,513.00</u>
1.9 Contracting Officer for State Agency <u>Santina Thibedeau, Admin. Bureau of Special Education</u>		1.10 State Agency Telephone Number <u>603-271-3791</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Martin S. Borg, President &amp; CEO</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>4/29/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>JANET K. GOODWIN, Notary Public</u> <u>Commission Expires November 14, 2017</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Virginia M. Barry, Ph.D, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/18/13</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.

## 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

The contractor, Measured Progress, Inc., will provide the following services to the New Hampshire Department of Education (NHDOE) beginning July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2014.

### 1. Project Management & Planning - Core Production Tasks, Occur Each Fiscal Year:

- Management Team - The contractor will appoint a single project director who oversees the management for the contractor and serves as primary point of contact with the State. The contractor will also appoint additional staff determined necessary to support the project director and ensure the successful operation of the project.
- The Measured Progress Core Team - Ms. Cristina Haley, the current Measured Progress project director for the NH ALPs, will remain in this key role for the new contract. Ms. Haley has been a part of the NH ALPs management team since early 2011. Prior to this, she was an integral part of the NECAP program management team for five years. She has been instrumental in and dedicated to the successful implementation of the first operational year for the NH ALPs Assessment. She has ensured a high quality standard of management related to all contractual functions, daily operations, tasks, and products throughout the contract cycle. She continues to foster the interactions with the NHDOE creating a positive, trustworthy, transparent, and supportive relationship.

Ms. Sarah Greene will continue in her current role as program assistant to the NH ALPs program. Ms. Greene has been with Measured Progress for more than four years and has worked on numerous statewide contracts including Maine, Kentucky, and the Gates AASETE Grant. She has also worked as a scorer for numerous contracts held by Measured Progress and brings valuable experience to this area. She will continue to assist Ms. Haley and other team members in conducting all contract activities. She will serve as the primary contact of the NH ALPs Service Line providing support to New Hampshire teachers, schools, districts, and school administrative units (SAUs).

Ms. Charity Welch will provide direct supervision of and support to the Measured Progress project director, Ms. Haley. As one of Measured Progress's Special Education Assistant Directors, Ms. Welch fulfills both leadership and support roles for the implementation of large-scale alternate assessment contracts, ensuring the quality and timeliness of these contracts. Her duties include the supervision of program managers, special education specialists, and program assistants.

Ms. Susan IZard will act in the role of senior technical advisor for the NH ALPs program. She will provide support and leadership to Ms. Welch and Ms. Haley as needed.

- Management Meetings - Measured Progress will plan, participate in, and support 12 monthly program management-planning meetings per year with the NHDOE. The meetings will be held face-to-face, in Dover, NH, when meeting with other functional production groups is necessary. Otherwise, Measured Progress and the NHDOE can mutually agree to conduct a given meeting in a different location such as the NHDOE offices, or by some other method such as 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. Additional Measured Progress departmental staff will participate in these meetings as needed, either in person or via telephone. We will assume all costs associated

with our staff members' participation in these meetings. At the end of each management meeting, we will prepare written notes in a timely manner and send them to the NHDOE team. We confirm that we will also provide status reports to the NHDOE, upon request and in a NHDOE approved format, which may include, but not be limited to, reports on the status of ongoing activities, decisions made, decisions pending, activities completed, issues, and timelines for scheduled activities.

- Management Reports - The contractor will provide the following management reports:
  - Monthly Project Status Reports
  - Monthly Budget Update Reports
  - Minutes of all meetings and conference calls
  - Project plan and schedule (as described above)

Measured Progress will be responsible for providing all management reports required by the NHDOE. These reports include the monthly project status and budget update reports, all meeting minutes and transcriptions of conference calls, and the project plan and schedule. Format and delivery details of these reports will be discussed further and agreed upon with the NHDOE.

The NH ALPs project schedule will be managed by our program manager, Ms. Haley, and our Program Coordination Unit (PCU). Filtered schedules will be distributed to each functional area within Measured Progress. Critical hand-offs will be carefully monitored. The contractor will continue to review and refine the schedule and project plan, in consultation with the NHDOE team, and to provide regular updates to the state management team, noting any agreed-upon changes to the plan.

## **2. Technical Meetings, Policy Meetings, and Training - Core Production Tasks, Occur Each Fiscal Year:**

- National Technical Advisory Committee (TAC) - Measured Progress will attend the semi-annual meetings of the State's national Technical Advisory Committee. Staff in attendance will include Ms. Welch, Ms. Haley, and Ms. Izard as needed, as well as other staff as appropriate based on the needs of the NHDOE.
- Statewide Advisory Task Force - In addition, the contractor will participate in the three yearly meetings of the NH ALPs Statewide Advisory Task Force. Measured Progress will work with the NHDOE to prepare for these meetings. Measured Progress staff members will participate and will be responsible for taking notes and producing meeting minutes to be approved by the NHDOE. We agree that only costs for Measured Progress staff to prepare for and attend these meetings have been included in the budget. Additionally, we confirm our understanding that costs for these meetings are not covered under this contract.
- NH ALPs Training Workshops - In collaboration with the NH Department of Education staff, the contractor will produce six to eight 20-minute mini-workshops based on selected topics to be delivered through online media (to include digital video display, voice over, and/or close captioning). These mini-workshops need not be provided in live interactive format, but can be housed on the NH ALPs Website for use as needed to provide field support and learning opportunities to educators and/or parents on a convenience basis locally. Measured Progress will continue to work with the NHDOE to produce NH ALPs training workshops. The contractor will produce six to eight 20-minute mini-workshops on topics to be determined in collaboration with the NHDOE. Appropriate topics may come from issues found during scoring and/or from teacher questions during the live webinars. We acknowledge that these workshops are requested to be available via the Measured Progress NH ALPs website. This will allow us to post resources that may be needed for the recorded trainings along with the recordings. These recorded mini-workshops will be archived for later online viewing by stakeholders in the field and community. However, anticipating the nature of the training

and the possibility of secure and confidential student video samples being used, further discussions are warranted to ensure the secure delivery of such training products.

Participants in NH ALPs training sessions will be required to register via the NH ALPs *iRegister* for each session. Special education directors and educators already on our NH ALPs mailing list will receive e-mail notifications of the training sessions and registration information. The NH ALPs e-mail list will not be purged without a specific request from either the NHDOE or the teacher, allowing the list to grow from year to year.

- NH ALPs Statewide Coaching Sessions - The contractor will work with the NH ALPs Alternate Assessment coaches to schedule and register participants for coaching sessions to be held throughout the entire test window. These sessions will be held at ten different sites and will include both a morning and afternoon session. The contractor will be responsible for managing the registration process; participants will be required to register via the NH ALPs *iRegister* tool. The contractor is not responsible for the hosting costs of these statewide regional sessions.

### 3. Test Construction & Production - Additional Requirements

Tasks below are core production activities, occurring each fiscal year, except where specific implementation years are indicated:

- Develop Online Training Materials & Manuals - Core Production Task, Annual: The contractor will, prior to the beginning of the test administration window, work with the NHDOE and alternate assessment coaches to update additional supporting documents and training materials on the Measured Progress NH ALPs website. Throughout the year, the contractor will update and maintain the site as directed by the NHDOE. In addition, each year the contractor will produce and provide through the District Trainers Program, as coordinated and defined by the NHDOE, 500 password-protected DVDs. These DVDs will contain the full set of updated training materials including selected sample videos. Training materials will be distributed as needed via regional onsite coaching sessions, and through the District Trainers Program. Other training and support materials, such as workshop presentations, will be provided as downloadable documents via the web.
- Scoring and Reporting Forms and Guidance Documents - Core Production Task, Annual: The contractor will work with the NHDOE to refine and produce *Return Materials* packets, scorer training materials, scoring worksheets, and evidence collection documents for all content areas. Guidance documents, including the Test Report Interpretation Guidance documents produced by the NHDOE, can be posted for public access to the Measured Progress NH ALPs website, upon request. The contractor will work with NHDOE staff to annually produce an updated *Score of Record* document and a *Decisions Rules for Reporting* document.
- Student Registration Data File - Core Production Task, Annual: Student information, school, district and demographic information will be collected during the student registration window. Online student registration is 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 the contractor. Although this generally occurs in the spring, the contractor will collaborate with the NHDOE to support a flexible schedule that is conducive to school schedules and the State's external data base collection processes. The contractor's 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, the contractor will generate 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, this information is linked to the student data file and provides the NHDOE with the student records associated with the barcode value. Using this information, the NHDOE can maintain state quality control of identifying information.

**4. Distribution and Collection of Materials - Core Production Tasks, Occur Each Fiscal Year:**

- Identifying districts, schools and grade level counts - The NHDOE will provide the contractor with an updated database of districts and schools participating in the assessment after student registration is complete.
- Shipping Requirements - The contractor will ship return materials packets directly to schools in order to facilitate secure and uniform pickup of portfolios and delivery to the vendor for scoring shortly thereafter. The contractor will be responsible for all communications with the schools regarding shipping/receiving.

The contractor shall keep a log of complaints and issues, how they were resolved, and an indication of customer satisfaction. The log shall be viewable by the State on demand.

The contractor will pay for the return shipment of testing materials from the schools. Schools will ship all secure materials directly to the contractor following testing. Schools will be able to track shipments online.

The contractor will account for the return of all secure testing materials. This will include methods and procedures used to track shipments from schools and follow-up with schools that have not returned materials.

The contractor will notify the State of the status of the return of all secure test materials.

The contractor will assume responsibility for the full scope of processing the NH ALPs videos in preparation for scoring.

The contractor will cover all costs associated with the secure pick-up of NH ALPs portfolios from schools to our Dover, New Hampshire scoring center and the secure return shipment of the portfolios back to the sending school or reporting school as determined by the NHDOE. 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 portfolios will be returned from schools to the Measured Progress distribution center in Dover, New Hampshire via traceable, prepaid UPS® packages. The contractor will use the assessment registration file provided by NHDOE and create a secure electronic database repository for all information to receive and track portfolios and the ancillary materials associated with the program. When materials are received, the contractor 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 program management team for discrepancy resolution.

Following resolution of discrepancies, the student portfolios will be logged, creating 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 our 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 program 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, the contractor 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 logged in, portfolios 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. The automated login system will account for and produce a report to the program management team providing:

- The number of portfolios returned per school
- The date materials are logged in
- The name of the individual who logged in the material
- An itemized list of all unique barcode numbers returned per school

The contractor will maintain a log of client complaints and issues, along with information on how each was resolved with an indication of the client's resulting satisfaction. A technology tool called the *Web Helpdesk*, will efficiently and reliably store and report out this information. The contractor will share this information with the NHDOE upon request.

- Telephone Support - The contractor will provide toll-free telephone support to schools during the administration period. At a minimum, the contractor's response must include providing telephone support from 8:00am – 4:00pm EDT for a period beginning one month prior to test administration and continuing two weeks following the end of the testing window. Both Ms. Haley and Ms. Greene will keep telephone logs as well as e-mails documenting all inquiries and their resolutions. All calls and e-mails will be tracked using a customized Microsoft Access® database. It is anticipated that there will be several predictable times in the assessment cycle during which toll-free telephone support will be in high demand and critical to the various entities and individuals requiring information about the assessment. In the event either Ms. Haley or Ms. Greene is unavailable the Measured Progress receptionist is required to forward all calls to the NH ALPs Service Line voicemail (1-800-431-8901 ext:2499). They will check voicemail messages and emails throughout the day, including but not limited to, mid-morning, lunchtime, and late afternoon. In all cases response time will never exceed one business day.

These critical, high-demand times will likely include the following:

- when teachers are signing up for training and coaching sessions;
- when school and district staff are requesting information related to the return of materials; and
- when districts and schools receive reports.

Secure Assessment Evidence Handling – The contractor will ensure an appropriate level of security during transporting, scanning, and scoring in order to preserve the security of all secure test materials, and protect the identity of students. The contractor will ensure that all test materials are tracked and placed into secure packaging. The portfolios will be placed into boxes and stored in a secure area until they are taken to the secure scoring floor. All scorers will be required to sign a confidentiality

agreement to maintain the security of the video and hard-copy student evidence. The scoring building is secure, requiring all who enter to sign in. Visitors are required to wear an identification badge and be escorted to the scoring floor by a Measured Progress employee. No student portfolios will be left unsecured at any time. Upon the completion of scoring, each portfolio will be returned to its packaging and placed back into its original storage box. All portfolios will be accounted for prior to the box being moved to a secure storage location, until they are returned to the school. For additional information on the full scope of Measured Progress's security policies and procedures, please refer to the Security discussion in the Corporate Capability section.

All submitted student performance evidence materials are understood to be secure testing materials. The contractor will provide packaging to teachers where the written documentation and video evidence are combined. This package is then treated as a single portfolio. The contractor will track each portfolio throughout the scoring process. A label is adhered to each package where scorers, table leaders, and quality control staff indicate the completion of each step of the scoring process. This enables the video evidence and the written documentation to travel throughout the scoring process as a single portfolio.

Each scorer will be set up with a computer station that will include a headset and appropriate software (for file formats .WMV, .MP4, .AVI, .MOV) to open the video evidence files. In the event that there are any technical issues with the files a technical support staff person will be on call during the scoring session. All reasonable efforts will be made to open and score the video evidence providing the greatest measure of accuracy and reliability available. Should the files be corrupted or damaged in any way by the school or contractor, Measured Progress will track this information and maintain a report detailing the circumstances.

#### **5. Scoring - Core Production Tasks, Occur Each Fiscal Year:**

- Qualifications of Mathematics and Science Content Area Scorers - The contractor will ensure that, as a minimum qualification, all mathematics and science scorers will have completed at least three college courses in mathematics and/or natural science. Scorers will have a 3.0 or better combined GPA in these courses. At least 50% of the scorers will have a bachelor's degree in a related field with a minimum GPA of 2.5.
- Qualifications of Reading and Writing Content Area Scorers - The contractor will ensure that, as a minimum qualification, all reading and writing scorers will have completed at least two years of college with an overall GPA of 2.5 or above. At least 50% of the scorers will have a bachelor's degree with a minimum GPA of 2.5.
- ASL and Braille Readers - The contractor will ensure that there will be at least one scorer who is experienced and fluent in interpreting American Sign Language (ASL). In addition we will include one person among the scorers who is proficient in reading braille.
- Content Experts - The contractor will identify and provide content expert advisors who are credentialed and experienced New Hampshire educators. One content expert will be available for each content area and will be onsite throughout the training and scoring timeframe specific to their content area. These individuals will be available for high-level content review and consultation as needed.
- Scoring Leaders - The NHDOE will select the scoring leader for reading and writing scorer training and supervision. In addition, the NHDOE will select another individual to serve as scoring leader for mathematics and science scorer training and supervision. These individuals will be subcontractors to the contractor, Measured Progress.

The contractor will be responsible for recruiting and monitoring a group of professional scorers to complete scoring work. Scorers will be assigned to content specific groups (reading/writing or math/science). The contractor will work with the NHDOE to determine the appropriate combination of scorers and table leaders to ensure coverage of special education and content expertise.

In addition to the scorer qualification requirements from the NHDOE, it is the contractor's standard policy to maintain a high recruiting standard for scorers. Further, scorers are assigned to score portfolios that are a close match to their content expertise (reading/writing and math/science). The contractor will meet or exceed the expectations of the NHDOE regarding scorer qualifications; and will also seek scorers who have successfully participated in alternate assessment scoring sessions for other State contracts held by Measured Progress.

- Scoring Process and Materials - The contractor will host a three-day face-to-face anchor/benchmark session for the selection of student work samples. These work samples will be utilized in the development of materials for scorer training and qualification purposes.
- Training of Scorers - The contractor will provide table leaders and scorers with 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 by the NHDOE, the NH scoring leaders, the contractor's special education management team, and identified content expert advisors.
- Scoring Team Roles: The contractor will assign specific roles to scoring team members, to include: Scoring Leaders, Content Expert Advisors, Table Leaders, and Scorers.
- Scorer Qualifying Procedure - The contractor will require table leaders and scorers to pass a qualifying score performance set in order to begin live scoring. The contractor recommends that a minimum of two qualifying sets per content area be prepared. Each set will be made up of three video entries. Typically one video entry will be scoreable and straight forward and two of the video entries will have specific issues within them. Table leaders and scorers will be required to match the agreed upon scoring of the entries with 80% accuracy in order to qualify to score the NH ALPs portfolios. Each individual will be given two opportunities to pass a qualifying set. After the second attempt, if the individual has not qualified, they will be let go from the project.
- Monitoring Scorers - All portfolios will be scored by a highly trained and qualified scorer, as outlined previously. The scorers are primarily monitored by table leaders and the scoring leaders. They are supported by the NHDOE staff and special education management team. Table leaders have the overall responsibility of ensuring that student work is scored accurately, consistently, and according to the approved scoring model and procedures.
- Read-behind Scoring - Table leaders will closely observe scorers the first two to three days of scoring. They will have the ability to use connector headsets to shadow a scorer while reviewing student work evidence and capturing a score. The purpose of this shadowing is to ensure that scorers are following scoring procedures properly and their understanding of the content and credit application is evident. The scoring leaders and content expert advisors provide significant consultation, support, and insight during this time. Table leaders document any scorer or scoring issues, concerns, or performance issues on a Table Leader Scorer Tracking Form: Daily Progress Report. Each day will end with a scoring debrief session led by a Measured Progress special education management team member that includes the table leaders, the NHDOE staff, scoring leaders, and the content expert advisors. The purpose of this debrief will be to address the day's activities, provide clarification, redirection, updates, and training support to the table leaders.

After this two to three day period, table leaders will begin a read-behind scoring methodology to constantly monitor and analyze scorer accuracy and consistency, monitor scorer read rates, and identify the need for retraining if necessary. Starting on their third or fourth day of scoring the table

leader will perform the read-behind scoring at a rate of every 1st, 3rd, 5th, and then every 5th scored portfolio for every scorer at their table. The table leader will meet with the scorer immediately to discuss any concerns the table leader has with the scores. In addition, outcomes will be documented on a tracking form and will be discussed during the debrief session at the end of the day. This will enable the scoring leadership to determine if there are any issues or scoring trends that need to be discussed with all scorers as part of a daily training update.

The combination of information offered through the Table Leader Scorer Tracking Form: Daily Progress Report, the daily debrief and the read-behind scoring methodology will be used to determine whether a scorer needs further training. Should a scorer who has been retrained still be unable to score accurately, the Measured Progress program management staff in collaboration with the NHDOE will make the decision about removal from the project.

- Double Scoring - For the purposes of the NH ALPs double blind scoring will be used to monitor scorer accuracy and to produce inter-rater reliability data and reports. We will conduct a random selection of 25% of the total number of received portfolios. These portfolios will be earmarked for double scoring in advance of the scoring session. Program management will be responsible for the collection of portfolios to be placed into the "double-scoring box." These boxes will be re-distributed to other tables to ensure a scorer does not conduct a second score on a portfolio that was originally scored at their table.
- Scoring Sites - Scoring of the NH ALPs will take place at the contractor's scoring facility in Dover, New Hampshire. The scoring facility is set up to efficiently score the NH ALPs in a manner that is specifically conducive for the scoring of portfolios. Portfolios will be scored in one large scoring room that is equipped with a sufficient number of computers. There are additional rooms off the scoring floor that will be used for training, quality control and staff meetings. Scanning of student score forms will be conducted on-site and all student portfolios will remain in a secure area. The budget is structured to support scoring of up to 1,500 student portfolios.
- Scoring Duration-Read Rates - Budgeting assumptions support that the ELA portion of the portfolios will require a 60-minute read rate in 2012-2013 and 2013-2014, and an 80-minute read rate for the remainder of the contract when writing expands to all grade levels. The assumption used for the mathematics and science portions of the portfolios is that they will require a 45-minute read rate for the duration of the contract. Should the actual read rates for scoring differ from those used for budgeting purposes the contractor will need to renegotiate the costs for scoring the NH ALPs.
- Consistency Across Years - The contractor's special education management team will work closely with the NHDOE and scoring leaders to ensure consistency across years. To maintain consistency of scoring from year to year, it is vital that the same scoring approach and procedures be implemented, as was defined in year one of the NH ALPs Assessment scoring processes. Comparability will be ensured through the scoring process and scoring rubrics, in addition to Measured Progress's standard scoring quality control processes used each year. Additional processes to ensure across-year comparability will include calculation of reported scores and categorization into achievement levels, as described in the technical manual.
- Information Available from Scoring - The contractor will provide a scoring summary in the Technical Manual. It will be produced upon the completion of scoring activities and will contain a summary of scoring activities, including qualifications of scorers, scoring procedures, training/qualification procedures and specifications, monitoring read rates, handling of secure materials, quality control procedures, and the management and organization structure for scoring.

**6. Research and Analysis - Core Production Tasks, Occur Each Fiscal Year:**

The contractor's test development specialists, psychometricians, and data analysts will ensure that the quality of the NH ALPs assessments is not only maintained, but improved. The contractor is committed to developing customized statistical analysis plans that will best support the NH ALPs assessment goals while exceeding professional standards such as those set forth in the *Standards for Educational and Psychological Testing* (AERA, 1999)<sup>1</sup> and the peer review guidelines.

The contractor will work with the NHDOE and the NH Technical Advisory Committee (TAC) to ensure that the optimal statistical analyses are implemented for the NH ALPs. Measured Progress psychometricians are well versed in Classical Test Theory (CTT) and will conduct item analysis and inter-rater and reliability analyses as appropriate. Finally, following each year's assessment cycle, our psychometricians will oversee the development of the NH ALPs technical report, which can be used as evidence of technical adequacy of the assessments. To accomplish the technical analyses for the NH ALPs, psychometricians assigned to the NH ALPs contract will work to ensure the highest level of accuracy in conducting the technical analyses for the NHDOE.

**7. Reporting NH ALPs - Core Production Tasks, Occur Each Fiscal Year:**

The contractor's program management team, Program Coordination Unit (PCU), Data Reporting and Services (DRS), Office of Information Technology (OIT), and Psychometrics departments will collaborate internally and with the NHDOE, prior to July 1<sup>st</sup> for each upcoming year, to establish appropriate milestones for conducting all activities necessary to produce timely and accurate reports. These activities will include:

- scoring and data processing;
  - delivery, review, and approval of preliminary data files;
  - development, review, and approval of reporting specifications and report shells; and
  - development, review, and approval of final reports.
- Report Coordination - As the current NECAP and New Hampshire State combined reporting contractor we have the unique ability to provide reports that are consistent in both design and content across the various assessments. We will continue to work with the NHDOE to design and enhance the NH ALPs reports to meet the needs of all intended audiences as the assessment continues to evolve.
  - Assessment Reporting Websites - Public and Confidential - The contractor will provide NH ALPs student-level reports and all data files using our 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's online reporting system is customizable, flexible, and robust enough to produce high volumes of complex reports in the fastest possible timeframes without sacrificing quality or accuracy. The system also minimizes or eliminates the costs associated with the production of printed reports and any reprint costs that sometimes occur with paper reporting. An additional benefit is the ability to archive all static reports from previous administrations, providing easy retrieval of reports from prior administrations without having to maintain paper copies. In addition to our secure reporting site, through a separate contract, Measured Progress has developed and maintains the New Hampshire Profile Assessment and AYP Public Reporting Site. This site will be used for allowing public access to all non-confidential reports for the NH ALPs program.

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<sup>1</sup> American Educational Research Association, American Psychological Association, and National Council on Measurement in Education (1999). *Standards for Educational and Psychological Testing*. Washington, DC: American Educational Research Association.

- Static Reporting Features - All current static (fixed) reports are produced in PDF format and delivered via our online reporting system. From the main menu, near the top of the home screen, an authorized user can select "Reports" and then choose basic filtering options. New Hampshire authorized users will have the ability to download any or all of the available static PDF reports, save them to their computers, and print the reports, if desired.

From the "Reports" menu, basic filtering options will allow sorting by year, administration, and grade. The district and school will be pre-selected based on login access rights. Users may then select from a list of available reports and click "Download" to access the desired results.

- Individual Student Reports - Measured Progress will develop two Individual Student Reports; one for students/parents and one for school teams. Reports will be designed to highlight the academic nature of the assessment and the students' performance providing useful information to parents while supporting and facilitating the conversation that should occur between parents and IEP teams.

As all reports and decision rules are developed they are provided to our clients for review and approval. Our process involves our clients throughout the development process so that ideas and updates are incorporated as the reports are developed. This ensures a final product that is in line with the vision of our clients and minimizes the amount of rework due to a misunderstanding or miscommunication of the requirements. With all of our reporting products, no report or data file is released without a client approved set of decision rules or reports.

The contractor will, at the conclusion of reporting, provide electronic copies of all school, district, and State reports. In addition we will provide data files and associated data layout files which will include all information contained in each of the reports we produced.

- Disaggregated Summary Reports - The contractor will produce the Disaggregated Summary Report and will produce a design that is similar in look and content to the existing NECAP and NH State combined reports. The contractor will post one version of the report with data suppressed for small cell sizes to the NH public reporting site. The contractor will post a non-suppressed version of the report through the secure NH Analysis and Reporting site.
- State & District Level Historical Summary Reports - As required in the RFP, the contractor will provide State and district level historical summary reports as static, pdf, online reports. The contractor will report each content area tested by grade, State, and district online. The public report will be posted online. The online reporting system mentioned earlier in this section provides a web location to securely access all static reports and it contains features that aid student-level results interpretation
- Raw Scan Student Data File - The contractor will provide a raw scan student data file, working annually with the NHDOE to define and review the data structure of this file and will deliver it to the NHDOE at the end of the reporting season via a secure ftp transfer site.
- Scored Student Data File - The contractor will provide the scored student data file, working annually with the NHDOE to define and review the data structure of this file and will deliver it to the NHDOE at the end of the reporting season via a secure ftp transfer site.
- Technical Report for NH ALPs - Measured Progress is renowned for the quality of our technical reports. We have received four awards from Division H (School Evaluation and Program Development) of the American Educational Research Association for our work in this area. Following each year's test administration and reporting cycles, the contractor will develop and produce a comprehensive technical report that can serve as the document of record for the year's testing activities.

The annual technical report will provide the NHDOE with the necessary evidence to demonstrate that the NH ALPs serve their intended purpose, are aligned with the NH Curriculum Frameworks fulfill the test specifications (including accessibility criteria), and meet accepted professional standards for educational testing. The technical report will document all processes and procedures undertaken prior to, during, and after NH ALPs administration each year. 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.

Each report will be organized around the standards contained in the most recently published version of the Standards for Educational and Psychological Testing (AERA, 1999)<sup>2</sup>. In addition, any topics raised in the current draft of the revision of those standards will be addressed in the technical report. The technical report will also include technical data required by the Standards and Assessment Peer Review by the Office of Student Achievement and School Accountability of the U.S. Department of Education. The technical report is intended for technical audiences and will include all of the information necessary for a reader to make an informed judgment about the technical quality of the NH ALPs.

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 procedures; reliability data; validity data; accommodations and testing of students with special needs; security; administration procedures and issues that arose during administration; scoring; psychometric analyses; standard setting; opportunity to learn data; reporting procedures and formats; special studies; and appropriate use and interpretation of test data.

The Contractor's Psychometrics department will be responsible for overseeing the production of the technical report each year. The psychometricians will ensure that item- and test-level information is included. Going forward, if any changes are made to the scope of the contract, processes and procedures for additional tasks will be documented in future technical reports.

#### 8. Fiscal Years 2016, 2017: Standard Setting –for Performance Status, then Performance Growth:

- Setting Standards for Student Performance Status (FY 2016) - The contractor proposes using the Body of Work (BoW) with Student Profiles methodology to set standards for the NH ALPs. The contractor will conduct a standard setting process for reading, mathematics and writing that will take place once the alternate assessment is fully aligned to the CCSS.

The contractor will work with the NHDOE to revise the current Achievement Level Descriptors (ALDs) to reflect new Common Core Access Points in reading, mathematics and writing. The goal will be that the ALDs demonstrate vertical articulation of grade level complexity. In addition, particular attention will be given to the vertical articulation of the ALDs across grades, in the interest of supporting the use of a growth model for the assessment.

The contractor will implement the standard setting using the BoW with Student Profiles methodology at a meeting to be held at a mutually agreeable date and location. In the BoW method, panelists are presented with a set of student profiles and make their judgments based on those student profiles. Specifically, panelists examine each student profile and determine which performance level best matches the particular skills and understandings the student exhibits through his/her performance on the assessment. The student profiles cover the range of possible scores, are ordered from lowest scoring to highest scoring, and show the full set of item scores for each student,

<sup>2</sup> American Educational Research Association, American Psychological Association, and National Council on Measurement in Education (1999). *Standards for Educational and Psychological Testing*. Washington, DC: American Educational Research Association.

ordered by overall item p-value. The profiles also include columns where the panelists will mark their ratings.

Each row in the profile form represents a typical student at a given total score. The profiles are created by selecting all students who obtained a particular total score, calculating the average score for each item and selecting the student who best represents the average item response pattern.

Standard setting will begin with an overview of the assessment to the large group of panelists. This will be a critical component to the success of setting the cut points. Panelists need to understand the administration and scoring of the NH ALPs and the student population who participate. A variety of video clips showing students demonstrating their knowledge and skills will be shown to panelists throughout the presentation. Upon completion of the overview, a Measured Progress psychometrician will conduct the standard setting panelist training via a PowerPoint® presentation describing the BoW with student profiles methodology. The panelists will gain an understanding of their roles and responsibilities and the processes and procedures the facilitators will follow.

In the Body of Work method, we are proposing standard setting groups be grade/content specific but panelists will work across two (2) grades to ensure consistency of cut points across grades. Measured Progress facilitators will meet their panelists in their assigned rooms. The facilitator will conduct a brief introduction of all members. They will have a script to follow which includes specific steps for panel members to follow. The facilitator will begin with a group discussion of the ALDs. Panelists will come to consensus on these definitions. This is the only time they need to come to consensus. This is important because all of the decisions that follow will be based on their common understanding of the ALDs. Following this discussion, the panelists will participate in a practice round of ratings. They will conduct one round as a group, one round with a partner and the final round individually. Once the practice rounds are completed and all questions and concerns are resolved panelists will begin work. We are proposing three (3) rounds of ratings, with impact data being presented after the second round. The process will continue as they move through each grade/content area. Measured Progress will produce a final standard setting report upon completion of the meetings. While this is a general description of what Measured Progress has proposed, we remain open to finalizing these plans with the NHDOE upon contract award.

Panelists of New Hampshire special education and content teachers will be recruited by Measured Progress in collaboration with the NHDOE to participate in the three day status standard setting meeting. We recommend a total of 10 teachers for each of twelve panels, three educators each from elementary, middle, and high school, one stakeholder, and one facilitator per panel from Measured Progress. We have budgeted for the appropriate number of meeting rooms, the appropriate meals and snacks, teacher stipend or substitute reimbursement, and mileage.

- Setting Standards for Student Growth (FY 2017) - The measurement of student growth through K-12 large-scale assessment programs has proven to be difficult such that results are meaningful and easily interpreted (Carlson, 2006<sup>3</sup>; Dunn, 2009<sup>4</sup>). When growth measures are desired for alternate assessment programs, the challenge is further heightened by the very nature of the students and how they respond to items as well as the typically small sample sizes. Very little is known about how this population of students grows, the reliability of their growth, and consequently, how to quantify the growth or establish expectations for student growth. Fortunately, Measured Progress is one of the few organizations that has formally investigated the measurement of growth in alternate assessment programs. Measured Progress has partnered extensively with the Florida Department of Education in conducting a series of validity studies for their alternate assessment program. These studies have ranged from simple comparisons of teacher classifications of students within the

assessment, to more comprehensive test/retest studies, to a series of experimental studies designed to evaluate a series of growth models. Ultimately, each of these studies has helped build the validity evidence of a unique assessment program, while establishing a framework for evaluating the growth of this special population of students.

Measured Progress brings a vast amount of statewide standard setting experience for general education, alternate and English proficiency assessments at both the national and international level, as well as research in standard-setting design and implementation. Most importantly, our psychometricians have experience designing and implementing standard setting studies in non-traditional settings, which require research-based, innovative solutions. Our strengths lie in adjusting existing methodologies so that they are tailored to the situation at hand. Our goal is to work with the NHDOE and the New Hampshire Technical Advisory Committee (NH TAC) members in developing a solution that optimizes the balance between client needs and psychometric rigor. Ideally, our plan is to incorporate TAC feedback and recommendations as part of the process rather than conduct a post-hoc critique. As part of our design process, we will present to the NH TAC activity around the growth standard setting design for review and feedback. The NH TAC will be particularly helpful in making sure the growth based standard setting design is consistent with the details of the assessment program and the goals of the NH ALPs. This will provide NHDOE with a growth standard setting solution that is driven by a sound research-based foundation and not purely by operational expertise.

Due to the fact that the exact makeup of the panels and the standard setting design will need to be established based on consultation with both the NHDOE and the NH TAC members, the contractor has budgeted for a growth standard setting meeting of 12 teachers for each of twelve panels, four each from elementary, middle, and high school, and one facilitator per panel from Measured Progress. We have budgeted for the appropriate number of meeting rooms, the appropriate meals and snacks, teacher stipend or substitute reimbursement, and mileage.

## 9. Transition - Conclusion of Contract

If a transition becomes necessary at the end of this contract, Measured Progress would present detailed information to the NHDOE for the transfer of all content, produced materials and data. The contractor would propose to hold two meetings, each attended by key representatives from the NHDOE, the incoming contractor, and Measured Progress as outgoing contractor. The two meetings would be as follows, including the types of materials and information involved in each:

1. Regarding the transfer of content-related materials, e.g., training modules, templates, manuals, etc.
2. Regarding the transfer of data-related materials, e.g., data files, scoring decision rules, reporting decision rules, etc.

Measured Progress will be responsible for the documentation of end-of-contract transition meetings and will establish a separate schedule and list of deliverables based on these meetings to share with the NHDOE for its approval. Any transition meetings that take place in addition to regularly scheduled meetings for this contract have not been budgeted. The contractor would provide costs for these meetings once their number and scope are determined.

## Exhibit B

Budget through June 2014:

<b>Production Category</b>	<b>FY 2014</b>
Project Management & Planning	\$172,208.00
Meetings/Trainings	\$4,594.00
Test Construction & Production	\$7,595.00
Distribution	\$66,149.00
Scanning/Imaging	\$2,777.00
Scoring	\$177,092.00
Research & Analysis	\$34,912.00
Reporting	\$132,492.00
Standard Setting	\$0.00
Overhead and Fees	\$138,695.00
<b>TOTAL:</b>	<b>\$736,513.00</b>

**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 \$ 5,115,430.00

**Funding Source:** Funding for this contract is 43% General Funds and 57% Federal Funds from the following accounts:

<b>FY 14</b>	06-56-56-562020-32600000-612 (Object code 500942)	\$316,700.59
	06-56-56-562010-64220000-102 (Object code 500731)	\$419,812.41

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

Santina Thibedeau, Administrator, Bureau of Special Education  
NH Department of Education  
101 Pleasant Street  
Concord, New Hampshire 03301

# EXHIBIT C

## Special Provisions

None

## Appendix A

### Extended Budget through Transition to Common Core Standards

<b>Production Category</b>	<b>FY-13</b> <i>12 months</i>	<b>FY-14</b> <i>12 months</i>	<b>FY-15</b> <i>12 months</i>	<b>FY-16</b> <i>12 months</i>	<b>FY-17</b> <i>12 months</i>	<b>FY-18</b> <i>6 months</i>
Project Management & Planning	\$167,793.00	\$172,208.00	\$177,309.00	\$182,430.00	\$187,840.00	\$93,162.00
Meetings/Trainings	\$8,094.00	\$4,594.00	\$8,094.00	\$8,094.00	\$8,094.00	\$4,021.00
Test Construction & Production	\$5,854.00	\$7,595.00	\$6,090.00	\$6,213.00	\$6,338.00	\$6,338.00
Distribution	\$64,956.00	\$66,149.00	\$67,376.00	\$68,640.00	\$69,942.00	\$18,263.00
Scanning/Imaging	\$2,714.00	\$2,777.00	\$2,842.00	\$2,907.00	\$2,975.00	\$2,975.00
Scoring	\$172,240.00	\$177,092.00	\$181,947.00	\$211,042.00	\$217,013.00	\$222,766.00
Research & Analysis	\$39,028.00	\$34,912.00	\$71,815.00	\$81,567.00	\$79,079.00	\$11,139.00
Reporting	\$168,726.00	\$132,492.00	\$136,300.00	\$145,956.00	\$160,792.00	\$72,608.00
Standard Setting	\$0.00	\$0.00	\$0.00	\$160,401.00	\$180,971.00	\$0.00
Secure Video Resource Library for Educators	\$0.00	\$0.00	\$15,057.00	\$15,287.00	\$15,523.00	\$0.00
Overhead and Fees	\$146,023.00	\$138,695.00	\$151,212.00	\$201,202.00	\$211,827.00	\$100,056.00
<b>TOTAL:</b>	<b>\$775,428.00</b>	<b>\$736,513.00</b>	<b>\$818,042.00</b>	<b>\$1,083,739.00</b>	<b>\$1,140,394.00</b>	<b>\$531,328.00</b>

# 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. is a New Hampshire nonprofit corporation formed 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 3<sup>rd</sup> day of April A.D. 2013

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

William M. Gardner  
Secretary of State



CERTIFICATE OF AUTHORITY

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. 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 29<sup>th</sup> day of April, 2013.

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

Sworn to and subscribed before me this 29<sup>th</sup> day of April, 2013, by Martin S. Borg.

Janet K Goodwin (Seal)  
Signature of Notary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2013

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).

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377  363072-GA-GA-13-14	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Travelers Indemnity Co Of CT</td> <td>25682</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Charter Oak Fire Insurance Company	25615	INSURER B : Travelers Property Casualty Co. of America	25674	INSURER C : Travelers Indemnity Co Of CT	25682	INSURER D :		INSURER E :		INSURER F :
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**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-006604034-01                      **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			P6309C162391COF13	03/05/2013	03/05/2014	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			P8109C162391COF13	03/05/2013	03/05/2014	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PSMCP9C162391TIL13	03/05/2013	03/05/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	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	PEUB6366L25313	03/05/2013	03/05/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  THE STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 PLEASANT STREET CONCORD, NH 03301	<b>CANCELLATION</b>  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

## MEASURED PROGRESS Board of Directors

<u>Name</u>	<u>Stipend</u>
Alice Irby, Chairman	\$2,500 per day for quarterly 2-day meetings and \$2,500 per meeting as Chairman
Hy Waxman	\$2,500 per day for quarterly 2-day meetings
Jerome Weinfuss	\$2,500 per day for quarterly 2-day meetings
Mark Elgart	\$2,500 per day for quarterly 2-day meetings
Stuart R. Kahl Measured Progress	No Compensation
Martin S. Borg Measured Progress	No Compensation
Richard Swartz Measured Progress	No Compensation

## Salaries of Principal Staff

The salaries of principal staff listed below are based on the percentages of time each person is committed to working on NH Alternate Assessment.

Sarah Greene	\$15,357
Cristina Haley	\$53,210
Tara LaPierre	\$ 8,067
Jennifer Patterson	\$ 3,801
Charity R. Welch, Ph.D.	\$10,962

# BAKER | NEWMAN | NOYES

Certified Public Accountants

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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors  
Measured Progress, Inc.

We have audited the accompanying consolidated balance sheets of Measured Progress, Inc. and Subsidiaries as of June 30, 2012 and 2011, and the related consolidated statements of activities and changes in net assets and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Measured Progress, Inc. and Subsidiaries at June 30, 2012 and 2011, and the changes in their net assets and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Manchester, New Hampshire  
November 2, 2012



Limited Liability Company

**MEASURED PROGRESS, INC.**

**CONSOLIDATED BALANCE SHEETS**

June 30, 2012 and 2011

ASSETS

	<u>2012</u>	<u>2011</u>
Current assets:		
Cash and cash equivalents	\$ 4,090,886	\$ 4,104,675
Restricted cash	1,815,643	744,572
Accounts receivable, including unbilled receivables of \$1,377,472 in 2012 and \$959,562 in 2011	25,059,595	17,723,340
Prepaid expenses and other current assets	<u>1,451,124</u>	<u>1,505,602</u>
Total current assets	32,417,248	24,078,189
Property, plant and equipment:		
Land	3,471,268	3,471,269
Buildings and improvements	22,235,464	22,362,115
Equipment	11,852,257	11,273,891
Software for internal use	12,276,248	11,525,435
Furniture and fixtures	1,421,920	1,917,496
Construction in progress	<u>13,525</u>	<u>29,555</u>
	51,270,682	50,579,761
Less accumulated depreciation and amortization	<u>(23,180,901)</u>	<u>(19,387,809)</u>
	28,089,781	31,191,952
Funds held by trustee	2,194,255	4,088,699
Goodwill	3,941,956	7,613,385
Intangible assets, net	1,561,196	4,213,472
Intellectual property, net of accumulated amortization of \$399,455 in 2012 and \$321,917 in 2011	26,742	104,280
Deferred financing costs, net	173,660	204,143
Other assets	<u>321,371</u>	<u>333,401</u>
Total assets	<u>\$ 68,726,209</u>	<u>\$ 71,827,521</u>



**MEASURED PROGRESS, INC.**

CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS

Years Ended June 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
Contract revenues	\$ 104,233,611	\$97,829,435
Costs and expenses:		
Cost of contract revenues	88,475,509	85,839,644
Selling, general and administrative expenses	11,559,336	9,892,437
Impairment of goodwill and intangible assets	5,413,465	-
Loss (gain) on disposal of property, plant, and equipment	<u>1,278,564</u>	<u>(727)</u>
	<u>106,726,874</u>	<u>95,731,354</u>
(Loss) income from operations	(2,493,263)	2,098,081
Other income (expense):		
Change in fair value of interest rate swaps	(1,272,784)	(234,341)
Interest expense	(957,574)	(551,072)
Interest income	5,897	89,722
Amortization of investment premium	-	(48,354)
Loss on early extinguishment of debt	-	(49,135)
Other	<u>(5,428)</u>	<u>(191,564)</u>
	<u>(2,229,889)</u>	<u>(984,744)</u>
(Decrease) increase in net assets	(4,723,152)	1,113,337
Net assets at beginning of year	<u>32,599,575</u>	<u>31,486,238</u>
Net assets at end of year	<u>\$ 27,876,423</u>	<u>\$32,599,575</u>

See accompanying notes.

**MEASURED PROGRESS, INC.**

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended June 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
(Decrease) increase in net assets	\$ (4,723,152)	\$ 1,113,337
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization	6,939,126	5,367,087
Impairment of goodwill and intangible assets	5,413,465	-
Loss (gain) on disposal of property, plant and equipment	1,278,564	(727)
Loss on extinguishment of debt	-	49,135
Amortization of investment premium	-	48,354
Change in fair value of interest rate swaps	1,272,784	234,341
Changes in operating assets and liabilities:		
Net change in restricted cash	(1,071,071)	(744,572)
Accounts receivable, including unbilled receivables	(7,336,255)	6,975,737
Prepaid expenses and other current assets and other assets	66,508	43,290
Accounts payable	(298,919)	(1,408,010)
Accrued payroll and related items and accrued expenses	2,219,585	(828,924)
Accrued contract reserves	(1,048,416)	(2,113,081)
Deferred revenue	2,489,746	(2,363,630)
Deferred rent	<u>(180,485)</u>	<u>28,325</u>
Net cash provided by operating activities	5,021,480	6,400,662
Investing activities:		
Purchases of property, plant and equipment	(4,081,682)	(8,381,948)
Proceeds from sale of property, plant and equipment	160,000	-
Change in funds held by trustee	1,894,444	(2,887,970)
Business acquisitions, net of cash acquired	-	(9,745,885)
Proceeds from sale of investments	<u>-</u>	<u>2,120,065</u>
Net cash used in investing activities	(2,027,238)	(18,895,738)
Financing activities:		
Payments of capital lease obligation	(1,330,262)	(1,607,511)
Payments of long-term debt	(1,677,769)	(9,430,898)
Payment to settle interest rate swaps	-	(320,326)
Proceeds from issuance of long-term debt, net of issuance costs	<u>-</u>	<u>17,825,087</u>
Net cash provided by (used in) financing activities	<u>(3,008,031)</u>	<u>6,466,352</u>
Net decrease in cash and cash equivalents	(13,789)	(6,028,724)
Cash and cash equivalents at beginning of year	<u>4,104,675</u>	<u>10,133,399</u>
Cash and cash equivalents at end of year	<u>\$ 4,090,886</u>	<u>\$ 4,104,675</u>
Supplemental disclosures of cash flow information:		
Noncash activities:		
Assets acquired under capital leases	\$ 175,576	\$ 181,816
Cash paid during the year for interest	995,935	633,626
Notes payable issued in conjunction with business acquisitions	-	2,554,500

See accompanying notes.

Mailed copy to MP 7/6/12

Scanned copy to Measured Progress 6/20/12



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

Paul 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

FOR INFORMATION ONLY

G & C Letter # \_\_\_\_\_

G & C Date 6-20-12

APPROVED:

Page # \_\_\_\_\_

Item # \_\_\_\_\_

Approved 6/20/12  
JEM 201  
log 7-13

May 11, 2012

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

REQUESTED ACTION

1. Authorize the Department of Education to enter into a contract with Measured Progress, Inc., Dover, New Hampshire (vendor code 175323), to develop, score, analyze, and report results of an alternate assessment based on alternate achievement standards, The NH Alternate Learning Progressions Assessment (NH ALPs), to meet current federal and state requirements in an amount not to exceed \$775,428.00 from the date of Governor and Council approval through June 30, 2013, pending legislative approval of the next fiscal year budget. Funds are 43% general funds and 57% federal funds.
2. Funding is available in these accounts as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget office if needed and justified.

Account	FY13
06-56-56-562010-32600000-612 -500942	\$333,434.04
06-56-56-562010-64220000-102-500731	\$441,993.96

3. Subject to Governor and Council approval, authorize the Department of Education to exercise a renewal option on this contract for up to five additional fiscal years, subject to the contractor's acceptable performance of the terms therein and pending legislative approval for the next 3 biennium budgets.

EXPLANATION

The Department, in conjunction with the State Board of Education and the Legislature, is responsible for the on-going implementation of an academically centered statewide educational improvement and assessment program. 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, 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:I, these frameworks form part of New Hampshire's definition of an adequate public education.

His Excellency Governor John H. Lynch  
and the Honorable Council  
May 27, 2011  
Page Two

Within the existing NHEIAP program, the Department administers a New Hampshire Alternate Assessment (NH ALPs) program for cognitively impaired students, as required by No Child Left Behind (NCLB) and the Individuals with Disabilities Education Act. In addition, as required by both No Child Left Behind and NH law, NH produces educational assessment and accountability reports for schools, districts, and the state.

In 2008, New Hampshire entered a Compliance Agreement with the US Department of Education to revise the NH Alternate Assessment by September 2011. As agreed and on time, this commitment was fulfilled and the assessment revisions were submitted as required through the Peer Review Process in January 2012. On March 9, an RFP to assist New Hampshire through the next five and a half years of test administration was posted on the Department's website and posted in the Union Leader on March 19-20. Although three assessment companies filed inquiries, Measured Progress was the only vendor that followed through with a proposal for this five and a half year contract. A team appointed by the Commissioner scored the proposal, and the results are attached to this letter. Measured Progress continues to provide quality service to New Hampshire at the most affordable price, while being flexible enough to respond to the needs of New Hampshire and the demands of the USED as we establish this new assessment.

In addition to the annual production and administration processes of the new Alternate Learning Progressions Assessment (NH ALPs), Measured Progress will be responsible for the annual scoring and analysis of assessment results, and the preparation and distribution of assessment reports to parents, classroom teachers, principals and superintendents. In the later years of this contract period, the Extended Budget (shown in Appendix A) also provides for the transition from the initial assessment foundation, based on the existing NH Curriculum Frameworks Standards, to an updated version of the assessment that must be aligned to and based upon the newly adopted Common Core State Standards. By law this transition must begin in FY 2015. Additional alignment, design revisions, standard setting and growth modeling activities are required during this FY 2015-2017 transitional period. This contract establishes the blueprint and resources for a highly efficient and seamless conversion across all impacted production processes and completion of all associated technical validation tasks required.

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

Respectfully submitted,



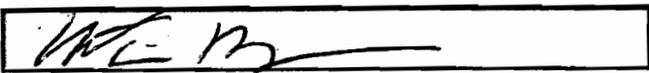
Virginia M. Barry, Ph.D.  
Commissioner of Education

Subject: NH Alternate Learning Progressions 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 <u>NH State Department of Education</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>Measured Progress</u>		1.4 Contractor Address <u>100 Education Way, Dover, NH 03820</u>	
1.5 Contractor Phone Number <u>603-749-9102</u>	1.6 Account Number <u>see Exhibit B</u>	1.7 Completion Date <u>June 30, 2013</u>	1.8 Price Limitation <u>\$775,428.00</u>
1.9 Contracting Officer for State Agency <u>Joseph Miller, Director, Bureau of Instruction</u>		1.10 State Agency Telephone Number <u>603-271-3594</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Martin Borg, President</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Stafford</u> On <u>5-14-12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <u>Janet K. Goodwin</u> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>JANET K. GOODWIN, Notary Public</u> <u>My Commission Expires December 11, 2012</u>			
1.14 State Agency Signature <u>Virginia M. Barry</u>		1.15 Name and Title of State Agency Signatory <u>VIRGINIA M. BARRY</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) <u>Commissioner of Education</u> By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Ann M. Eglin</u> On: <u>6/4/2012</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			