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

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

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

January 10, 2013

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

43% General Fund
57% Federal Fund

REQUESTED ACTION

1. Authorize the Department of Education to amend the contract with Measured Progress, Inc., Dover, New Hampshire (vendor code 175323), to develop, administer, score, analyze, and report results of the New England Common Assessment Program (NECAP), by decreasing the total amount by \$139,940. The original contract was approved by Governor and Council on June 22, 2011 (item #318). This amended contract will be in effect from the date of Governor and Council approval through June 30, 2013, in an amount not to exceed \$6,090,630. Source of funds is 57% Federal Funds and 43% General Funds.

Funding is available in these accounts as follows:

	FY12	FY 13
06-56-56-562020-32600000-612 (object code 500942)	\$1,328,325	\$1,341,919
06-56-56-562010-64220000-102 (object code 500731)	\$1,771,100	\$1,649,286
Totals	\$3,099,425	\$2,991,205

2. Subject to Governor and Council approval, authorize the Department of Education to exercise a renewal option on this contract for up to two additional fiscal years, subject to the contractor's acceptable performance of the terms therein and available funding.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
January 10, 2013
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EXPLANATION

The Department has requested that Measured Progress adjust the scope of work and reallocate funds within the New England Common Assessment Program (NECAP) contract in order to have Measured Progress produce NH Combined Reports and Adequate Yearly Progress Reports (AYP) in FY 2013. The Department has also requested that Measured Progress continue to maintain the New Hampshire Assessment and AYP Public Reporting website.

The Department is due to receive a credit for the NECAP contract in FY 2013 because of the decision by the NECAP management team to not have Measured Progress perform any item development activities in FY 2013, due to the program ending in 2014. The specific change to the scope and budget involves using a portion of the credit amount to fund the NH Combined Reporting and AYP Reporting and to maintain the public website. The remaining portion of the credit has been deducted from the FY 2013 billing schedule of the NECAP contract.

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

Respectfully submitted,



Virginia M. Barry, Ph.D
Commissioner of Education

VMB:KB:emr

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Commissioner's Office, hereinafter "the Agency," and Measured Progress, Inc., hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on June 22, 2011 (Item # 318) hereby agree to modify same as follows:

1. Modify General Provision 1.8, Price Limitation of the P-37, to read as follows: \$6,090,630.00
2. Modify Exhibit A, Scope of Services, by adjusting responsibilities
See attached
3. Modify Exhibit B, Budget, by deducting \$188,825 from FY 2013 Item Development, adding \$95,024 for FY 2013 Reporting, and deducting \$46,139 from Overhead and Fees
See attached
4. Modify Limitation on Price by decreasing the total budget of \$6,230,570 by \$139,940 such that the maximum amount to be expended during the fiscal year ending June 30, 2013, is \$6,090,630
5. All other provisions of the contract shall remain in effect.
6. This modification shall be effective on the date of approval by Governor and Council.

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

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)
Commissioner's Office

By: *Viggo M. Barry*
Commissioner of Education

Measured Progress
Name of Corporation (Contractor)
By: *[Signature]* CFO
Signature, Title

STATE OF New Hampshire

County of Strafford

On this the 8th day of January, 2013 before me, Lisa R. Cooper, the undersigned officer, personally appeared John Parsons who acknowledged himself ~~herself~~ to be the CFO of Measured Progress a corporation, and that he, as such CFO, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself ~~herself~~ as CFO

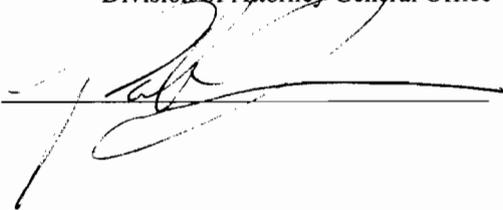
In witness whereof I hereto set my hand and official seal.

Lisa R. Cooper
Notary Public/Justice of the Peace

**LISA R. COOPER, Notary Public
My Commission Expires April 1, 2014**

Approved as to form, substance and execution by the Attorney General this 30th day of Jan, 2013

Division of Attorney General Office

By:  _____

Approved by the Governor and Council this _____ day of _____, 20__

By: _____

Exhibit A

SCOPE OF SERVICES

Measured Progress, Inc. will provide the following services to the New Hampshire Department of Education from the date of Governor and Council approval until June 30, 2013:

Scope of Work

3. Item Development

- a. The contractor will follow the general item development process described on pp. B-16 to B-47 of the proposal.
- b. The contractor will develop all items according to the reading, writing, and mathematics test specification documents and carefully code all items to the reading, writing, and mathematics Grade-Level and Grade-Span Expectations.
- c. The contractor will follow the test designs for reading for grades 3 through 8 & 11, writing for grades 5, 8, and 11, and mathematics for grades 3 through 8 & 11 that are included with the contract document as Attachment B for the operational years of October 2009 to October 2012.

Amendment: Per decision of the NECAP management team and the NH Department of Education, no new field test item development will occur in the 2012-2013 fiscal year. The amount originally included in the contract budget to pay for this development is being refunded proportionately back to the NECAP states.

- d. The contractor will use nine (9) matrix-sampled test forms for grades 3 through 8 in reading and six (6) matrix-sampled test forms for grades 3 through 8 in mathematics in each operational year of the assessment. Forms 1, 2, and 3 of mathematics will be repeated as forms 7, 8, and 9 so that both content areas will have the same number of test forms. However, the field test positions in forms 7, 8, and 9 will be populated with unique field test items each year of the contract ending with the October

Amendment: 2012 test administration. For the October 2013 test administration, the contractor will use 4 matrix-sampled test forms for grades 3 through 8 in reading and mathematics. The field test positions in the 4 forms will be populated by matrix items.

- e. In October 2009, 8 field test writing forms were administered in Grades 5 & 8. That field test yielded 5 operational common test forms that were pre-equated. The first of the 5 forms was used for the October 2010 test administration. The second form will be used in the October 2011 test administration. The remaining 3 forms will be used each year of the contract through the October 2013 test administration.
- f. The contractor will use eight (8) matrix-sampled test forms for grade 11 in reading, writing, and mathematics in each operational year of the assessment beginning in October 2009 and ending in October

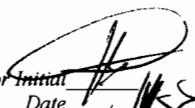
Amendment: 2012. The contractor will use four (4) matrix-sampled test forms for grade 11 in reading, writing, and mathematics in the operational year of October 2013.

- g. The assessment will contain the following item types: multiple-choice and constructed-response items for reading, multiple-choice, short-answer (1pt), short answer (2pt), and constructed-response items for mathematics, and multiple-choice, constructed-response, and extended-response items for writing.

- h. The contractor will work with New Hampshire, Maine, Rhode Island, and Vermont to establish and utilize item review committees. The contractor will support one two-day meeting in the spring of each year at a suitable location in one of the four states. The meeting location will be determined annually by the NECAP management group. The contractor will be responsible for all facility costs associated with the operation of the meeting. The contractor will also be responsible for all committee member reimbursement costs. The contractor will follow approved procedures for the replacement of items and passages found objectionable by the state.
- i. The contractor will work with New Hampshire, Maine, Rhode Island, and Vermont to establish and utilize bias and sensitivity review committees. The contractor will support two two-day meetings each year at a suitable location in one of the four states. A fall meeting will be conducted to review potential reading passages. A spring meeting will be conducted to review potential field test items, passages, and graphics. The meeting locations will rotate annually among the states. The contractor will be responsible for all facility costs associated with the operation of the meetings. The contractor will also be responsible for all committee member reimbursement costs. The contractor will follow approved procedures for the replacement of items and passages found objectionable by the state.
- j. The contractor will provide New Hampshire, Maine, Rhode Island, and Vermont Department of Education staff an on-line view only access to the IABS (item bank system) for the purpose of accessing NECAP items and statistics beginning with the 2009-10 item development cycle. Prior to the 2009-2010 item development cycle, the contractor will provide hard copy printouts of items and statistics in response to requests from each state.

8. Reporting

- a. The contractor will conduct all analyses required to produce student, school, district and state results and other information included in published reports of results.
- b. The contractor will negotiate a mutually agreed upon reporting schedule with New Hampshire, Maine, Rhode Island, and Vermont that will allow for the states to provide student demographic and testing data to the contractor to be used for reporting the assessment results. The schedule will be devised so as to reduce as much as possible the time between testing and reporting.
- c. The contractor will provide the following reports in paper and/or electronic formats as indicated for the New England Common Assessment Program beginning with the fall 2009 administration and continuing through the last operational assessment in the fall of 2013:
 - *Student Report* containing performance level results, scaled score, etc. (1 in color and 1 in black/white) for each tested student (paper)
 - *Item Analysis Reports* containing individual student-level results at each content area and grade level, and item-level results for released items for schools (electronic)
 - *District-Level Student-Level data files* containing all student-level information regarding performance (scaled scores and achievement levels), demographic information and student responses to released items at each grade for schools within the district (electronic)
 - *School Results Reports* at each grade level containing aggregated school results, subscore results, subgroup results, as well as corresponding district and


8/13

- state results (electronic)
 - *District Results Reports* at each grade level containing aggregated district results, subscore results, subgroup results, as well as corresponding state results (electronic)
 - *State Results Reports* at each grade level containing aggregated statewide results, subscore results, and subgroup results (electronic)
 - *School Summary Reports* at each grade level containing aggregated participation, performance level, and scaled score results for each tested grade within a school (electronic)
 - *District Summary Reports* at each grade level containing aggregated participation, performance level, and scaled score results for each tested grade within a district (electronic)
 - *State Summary Reports* at each grade level containing aggregated participation, performance level, and scaled score results for each tested grade within a state (electronic)
- d. The contractor will provide all of the electronic reports described in 8.c. via a web-based delivery system. This system will also provide end users with the capability to disaggregate and analyze data that are contained in the electronic reports via a reporting portal.
- e. The contractor will be responsible for printing, packaging, and distributing 2 (two) paper copies of *Student Reports* to schools.
- f. In 2011-12, the contractor will return student responses to the common writing prompt on CD to each tested school in grades 5, 8 and 11. These CD's will be shipped to schools as part of the *Student Reports* shipment in January of each year of this contract through 2014.
- g. The contractor will provide each state with student-level data files that contain demographic information, raw item responses, scored item responses, questionnaire responses (as appropriate), raw score totals, scaled scores, and performance levels for every student tested in their state.
- h. The contractor will produce interpretive materials that clearly and effectively communicate information about the New England Common Assessment Program to parents, schools, and districts. The interpretive materials will be provided in electronic format for posting on each state's Department of Education website.
- i. A portion of the common items will be released from each assessment for reporting and professional development purposes. Following the selection of the released items, the contractor will produce materials that will include the actual test items, item documentation mapping the items to the Grade-Level and Grade-Span Expectations, scoring materials, and sample student responses for posting on the Department's website. Specific numbers of items and passages to be released each year will be decided upon by New Hampshire, Maine, Rhode Island, and Vermont in consultation with the contractor. The majority of the items will remain secure for future use in subsequent NECAP assessments.
- j. The contractor, in consultation with New Hampshire, Maine, Rhode Island, and Vermont, and the appropriate technical advisory panel(s), will produce a comprehensive Technical Report following each year's testing and reporting cycle that can serve as the document of record for the year's testing activities. The contractor will follow the general procedures described on pp. B-154 and B-155 as described in the proposal. The contractor will provide the Technical Report in electronic format for posting on each

state's Department of Education website.

- k. The contractor will be responsible for conducting reporting workshops in all three states with-in approximately one (1) month following the release of results. The contractor will provide program management staff to assist with the facilitation of the workshops. The contractor will work in collaboration with New Hampshire, Maine, Rhode Island, and Vermont to plan and prepare the presentation and materials for the workshops. Five (5) half-day workshops will be conducted in each state for a total of fifteen (15) across the three states.
- l. The contractor will provide toll-free telephone support related to interpreting the results to educators beginning two weeks prior to, during, and two weeks following the release of results.
- m. The contractor will retrieve and deliver images of student answer documents and/or actual hard copy of the students test material. The contractor, in consultation with New Hampshire, Maine, Rhode Island, and Vermont, will determine an agreed upon protocol for requesting this service. The contractor did not charge for this service in the proposal budget. However, if the number of requests becomes over burdensome, negotiations will be expected to take place to establish an acceptable fee.

Amendment:

- n. **The contractor will produce NH Combined Reports for New Hampshire in Fiscal Year 2013. The New Hampshire Combined Reports will be produced in the fall of 2012 by merging the 2011-2012 science results from the NECAP and NH ALPs produced in the fall of 2012 and in the spring of 2013 by merging the 2012-2013 reading, writing, and mathematics results from NECAP and NH ALPs.**
- o. **The contractor will produce NH Adequate Yearly Progress (AYP) Reports for New Hampshire in Fiscal Year 2013. The New Hampshire Adequate Yearly Progress (AYP) Reports will be produced in the spring of 2013 by using reading and mathematics results from the 2012-2013 NECAP.**
- p. **The contractor will continue to maintain the New Hampshire Assessment and AYP Public Reporting website for the New Hampshire Department of Education.**

Contractor Initial 
Date 7/8/13

Exhibit B
BUDGET

Budget (through June 30, 2013)

	<u>FY2012</u>	<u>FY2013</u>
Program Management	\$ 199,140	\$ 202,128
Item Development	\$ 257,217	\$ 70,707
Test Construction	\$ 497,584	\$ 499,575
Administration	\$ 295,180	\$ 298,722
Scanning/Imaging/Scoring	\$1,138,962	\$1,152,451
Analysis	\$ 94,186	\$ 95,505
Reporting	\$ 76,660	\$ 172,144
Overhead and Fees	<u>\$ 540,496</u>	<u>\$ 499,973</u>
Total	\$3,099,425	\$2,991,205

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 **\$ 6,090,630**.

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

	FY 12	FY 13
06-56-56-562020--32600000-612 object code 500942)	\$1,328,325	\$1,341,919
06-56-56-562010-64220000-102 (object code 500731)	\$1,771,100	\$1,649,286

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:

Paul Leather
Deputy Commissioner
Department of Education
101 Pleasant St.
Concord, NH 03301

Contractor Initial 
Date 7/8/13

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 agreement, in such form and with such amendments, modifications, replacements, additions and/or substitutions; and up to such terms and conditions as the officer in his/her sole discretion deems appropriate to conduct the business and affairs of the Corporation.

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

NAMETITLE

Stuart Kahl

Founding Principal

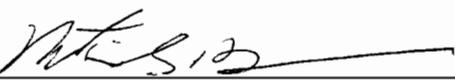
Martin S. Borg

President and CEO

John M. Parsons

Chief Financial Officer

IN WITNESS THEREOF, the undersigned has hereunto set his hand and affixed the seal of the Corporation this 7th day of December 2012.

By: 

Martin S. Borg, President and CEO

State of New Hampshire Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of January, A.D. 2013

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

William M. Gardner
Secretary of State

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/06/2012

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

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

PRODUCER People's United Ins. Agency NH 501 Islington Street 3rd Fl. Portsmouth, NH 03801	CONTACT NAME: Anna Gallant	
	PHONE (A/C, No, Ext): 603 427-7534 FAX (A/C, No): 603 436-0606 E-MAIL ADDRESS: Anna.Gallant@Peoples.com	
INSURED Measured Progress, Inc. PO Box 1217 Dover, NH 03820	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Co.	10677
	INSURER B : Hartford	20478
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CPP1059993	03/05/2012	03/05/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CPA1059993	03/05/2012	03/05/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CPP1059993	03/05/2012	03/05/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	04WEDO9118	03/05/2012	03/05/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	D&O			BCP8678562	12/01/2010	12/01/2013	\$3,000,000 \$50,000 Deductible

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

Anna Gallant



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

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

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

FOR INFORMATION ONLY
 G & C Letter # _____
 G & C Date 6/22/11
 APPROVED: _____
 Page # 2
 Item # 318

May 20, 2011

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

REQUESTED ACTION

1. Authorize the Department of Education to exercise its renewal option, originally approved by Governor and Council on October 8, 2008 (item #138) and renewed on June 17, 2009 (item #283) and enter into a contract with Measured Progress, Inc., Dover, New Hampshire (vendor code 175323) to develop, administer, score, analyze, and report results of the New England Common Assessment Program (NECAP) in an amount not to exceed \$6,230,570 from July 1, 2011 through June 30, 2013, pending legislative approval of the next biennial budget. Source of funds is 57% Federal Funds and 43% General 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.

Accounts

	FY12	FY 13
06-56-56-562020-32600000-612 (object code 500942)	\$1,328,325	\$1,341,919
06-56-56-562010-64220000-102 (object code 500731)	<u>\$1,771,100</u>	<u>\$1,789,226</u>
Totals	\$3,099,425	\$3,131,145

2. Subject to Governor and Council approval, authorize the Department of Education to exercise a renewal option on this contract for up to two additional fiscal years, subject to the contractor's acceptable performance of the terms therein and available funding.

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 assessment program for school improvement and accountability. As provided in RSA 193-C, the purpose of a state assessment program is to establish educational standards specifying what New Hampshire students should know and be able to do in core-content areas. The assessment results must be reported to students, parents, teachers, administrators, school board members and all other citizens of New Hampshire in order that informed decisions can be made concerning curriculum, in-service education, instructional improvement, teacher training, resource allocation, and staffing.

The state assessment is the instrument that is used to measure pupil performance. RSA 193-H states that on or before the 2013-2014 school year, schools shall ensure that all pupils are proficient as measured by the statewide assessment established in RSA 193-C. The state assessment promotes accountability in education by providing accurate, understandable information to parents, educators, local/state-level policy makers, and all citizens about student proficiency.

On January 8, 2002, No Child Left Behind was signed into law. This legislation required each state to assess students every year in each of grades 3-8, and one grade at high school beginning in the 2005-2006 academic year. To meet this challenge, the New England Compact was formally instituted in 2002 by the Commissioners of Education of Maine, New Hampshire, Rhode Island, and Vermont; from this grew the New England Common Assessment Program administered since 2005 by NH, VT, and RI, and then in 2009 by Maine. The current contract (originally bid in January 2008) includes assessments in reading at grades 3-8 and 11, mathematics at grades 3-8 and 11, and writing at grades 5, 8, and 11. The advantages of this collaboration include: reduced per pupil cost; expanded resources which include test directors, content experts, an expanded Technical Advisory Committee, experienced Test Item Development Committees, and a shared philosophy that aligns with our legislative purpose. The assessment program is carried out by the four state Departments in cooperation with the assessment contractor.

In addition to the development and administration of the New England Common Assessment Program, Measured Progress, Inc., is responsible for the scoring and analysis of assessment results and the preparation and distribution of assessment reports to parents, classroom teachers, principals and superintendents, other local and state-level education and policy leaders, and the general public.

Creating and sustaining the only multi-state collaborative state assessment project has been a challenge, but has resulted in a state assessment that is ranked among the best in the country. One of the benefits of working together for the past six years is that when issues have arisen, we have been able to come up with creative and cost

His Excellency, Governor John H. Lynch
and the Honorable Council

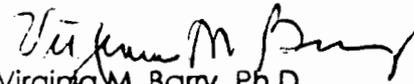
May 20, 2011

Page 3

effective solutions. These improvements to the ongoing development, field-testing, and revision of the New Hampshire standards-based assessment instruments, and the refinement of student, school, district, and state reports, has allowed Measured Progress to reduce the overall costs and also to respond to our requests for an increase in the use of technology. The collaborative work will continue under this contract until new national assessments are developed.

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

Respectfully submitted,


Virginia M. Barry, Ph.D
Commissioner of Education

VMB:dbw:emr

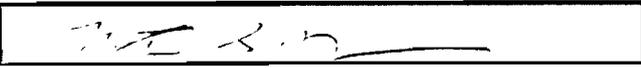
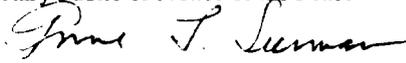
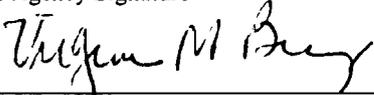
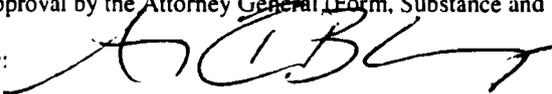
Subject: New England Common Assessment Program FORM NUMBER P-37 (version 1/09)

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>\$6,230,570.00</u>
1.9 Contracting Officer for State Agency <u>Deborah Wiswell, Administrator, Bureau of Accountability</u>		1.10 State Agency Telephone Number <u>603-271-3828</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Martin Borg, President</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Stratford</u> On <u>May 24, 2011</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]		ANNE L. SURMAN, Notary Public My Commission Expires November 4, 2014	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Anne Surman, Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Virginia M. Barry, Ph.D., Commissioner of Education</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6/11/2011</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			