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June 6, 2013

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

Retroactive
46% GENERAL Funds
54% Federal Funds

REQUESTED ACTION

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

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

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

EXPLANATION

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

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

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

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

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

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

Respectfully submitted,



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

VMB:sm:emr

Subject:

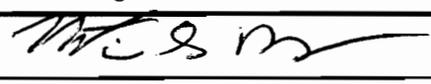
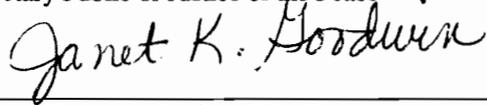
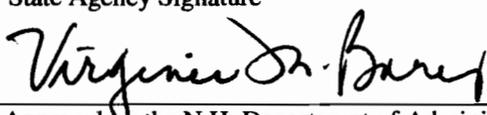
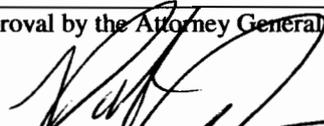
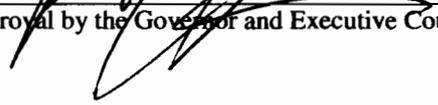
New England Common Assessment Program - Science

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH State Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Measured Progress		1.4 Contractor Address 100 Education Way, Dover, NH 03820	
1.5 Contractor Phone Number 603-749-9102	1.6 Account Number see Exhibit B	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$1,044,829.00
1.9 Contracting Officer for State Agency Scott J. Mantie, PhD, Administrator, Bureau of Accountability		1.10 State Agency Telephone Number 603-271-3844	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Martin Borg, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>6-4-13</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 JANET K. GOODWIN, Notary Public My Commission Expires November 14, 2017			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Virginia M. Barry, Ph.D., Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6/19/13</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

Contractor Initials MB
Date 6-4-13

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

Exhibit A

SCOPE OF SERVICES

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

1. Program Management

- a. All students in grades four, eight, and eleven will be assessed in science during the last three weeks of May for each operational year of the assessment beginning in 2014.
- b. The contractor will ensure that the timing of assessments and the release of the results will fulfill the goals of the NECAP Science Assessment. New Hampshire, Rhode Island, and Vermont intend for the assessments to be administered during a three-week block of time during May of each year such that the results can be returned to schools by the middle of September of the same year.
- c. The contractor, after finalizing the annual project plan and schedule presented in their proposal with New Hampshire, Rhode Island, and Vermont, will adhere to these schedules and provide weekly updates documenting the prior weeks' activities and describing the activities planned for the upcoming weeks.

2. Item Development

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

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

3. Test Construction

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

4. Test Administration

- a. The contractor will use the database of participating districts and schools provided by New Hampshire in early August for the shipment of test materials to participating schools in late April.
- b. The contractor will use the NECAP reporting student-level data file that is generated from the fall NECAP assessment to serve as the initial science enrollment counts for schools. These enrollment counts will be used for ordering purposes with print vendors. New Hampshire will then provide the contractor with a student label file during the first week of April. The contractor will use the student counts from this student label file to update the initial enrollment figures as necessary and will print and ship the student labels with the test materials shipments to participating schools in late April. A second round label file will be provided by New Hampshire during the first week in May to provide updated information on new students who were either not included in the April student label file or have relocated to a different school. The contractor will print and ship the second round labels to participating schools during the second week of May.
- c. The contractor will be responsible for identifying which schools had students who used accommodated materials (Braille and large print) during the fall NECAP assessment and will provide the same types and quantities of those materials to the same schools for the May science assessment. The contractor will work with New Hampshire to identify any new students requiring accommodated materials.

- d. The contractor will package all of the assessment materials and distribute them to each participating school via UPS. The test coordinator at each school will be responsible for distributing the assessment materials to the appropriate teachers as well as collecting the completed and unused materials for return shipping to the contractor. The contractor is responsible for both shipping and return-shipping costs for all assessment materials.
- e. The contractor will produce test coordinator and administrator manuals as well as ancillary documents that provide schools with explicit instructions for the handling, distribution, administration, collection, and return of test materials to the contractor.
- f. The contractor will be responsible for conducting one (1) test administration webinar for New Hampshire sometime within the four (4) weeks prior to the test administration window. The contractor will work in collaboration with New Hampshire to plan and prepare the presentation.
- g. The contractor will provide secure storage for all of the used assessment material for a minimum of 12 months after the reports are returned to schools.

5. Scanning and Imaging

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

6. Data Analysis

- a. The contractor will follow the data preparation and quality control procedures described on pp. 88 to 100 of their proposal.
- b. The contractor, in consultation with New Hampshire, Rhode Island, Vermont, and the appropriate technical advisory panel(s), will determine which combination of IRT models specific to item types should be used to perform the IRT calibration on

the common and matrix-sampled items.

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

7. Reporting

- a. The contractor will produce, print, and deliver all custom reports and related documents for the NECAP Science Assessment beginning with the spring 2012 administration. The contractor will provide to each state the following electronic reports: *Grade Level Summary, Content Area Results, Disaggregated Results, District Summary, State Summary, Item Analysis, Achievement Level Summary, Released Items Summary Data, and Longitudinal Data*. In addition, the contractor will also provide each school two (2) paper copies of the *Parent/Guardian Report* per student.
- b. In addition to electronic copies of all the district and school reports, the contractor will also provide New Hampshire with student-level data files for each public district and school in the state. These data files will contain demographic information, raw item responses, scored item responses, questionnaire responses, raw score totals, scaled scores, and performance levels for every student tested in the state. The contractor will also provide New Hampshire with a state student-level data file, which is a summary of the individual school and district student-level data files in their state.
- c. The contractor will produce and deliver a *Guide for Using the NECAP Science Reports*. This interpretive guide will clearly and effectively communicate information about the New England Common Assessment Program – Science to parents, schools, and districts. This document will be released electronically in conjunction with the reports and data files to districts and schools in mid-September via the contractor's online reporting system. This document will also be provided electronically to New Hampshire for posting on their Department of Education website.
- d. A portion of the items will be released from the science assessment for reporting and professional development purposes. Following the selection of the released items, the contractor will provide to the state the actual test items, item documentation mapping the items to the NECAP Science Assessment Targets,

scoring materials, and sample student responses for posting on the Department's website. Specific numbers of items and inquiry tasks to be released each year will be decided upon by New Hampshire, Rhode Island, and Vermont in consultation with the contractor. The majority of the items will remain secure for future use in subsequent New England Common Assessment Program – Science assessments.

- e. The contractor, in consultation with New Hampshire, Rhode Island, Vermont, and the appropriate technical advisory panel(s), will produce a comprehensive Technical Report following each year's testing and reporting cycle that can serve as the document of record for the year's testing activities. The contractor will follow the general procedures described on pp. 112 to 113 in the proposal. The contractor will provide the Technical Report in electronic format for posting on each state's Department of Education website.
- f. The contractor will be responsible for conducting 1 (1) reporting webinar for New Hampshire within one (1) month following the release of results. The contractor will work in collaboration with New Hampshire to plan and prepare the presentation.
- g. The contractor will provide toll-free support related to interpreting results to New Hampshire educators for two weeks prior to, during, and two weeks following the release of results.
- h. The contractor will retrieve and deliver images of student answer documents and/or actual hard copy of the students test material upon request. The contractor did not charge for this service in the contract extension budget. However, if the number of requests becomes over burdensome, negotiations will be expected to take place to establish an acceptable fee.

8. Standard-setting

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

9. Liquidated Damages

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

10. Miscellaneous

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

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

Exhibit B

BUDGET

Budget (through June 30, 2014)

	<u>FY14</u>
Program Management	\$ 80,972
Item Development	\$ 97,378
Test Construction	\$ 268,693
Administration	\$ 86,426
Scanning/Imaging/Scoring	\$ 252,155
Analysis	\$ 31,042
Reporting	\$ 63,977
Overhead and Fees	\$ 164,186
Total	\$1,044,829

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another but in no case shall the total budget exceed the price limitation of \$1,044,829.

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

	<u>FY 14</u>
06-56-56-562020-32600000-612-500942	\$484,001.00
06-56-56-562010-64220000-102-500731	\$560,828.00

Method of Payment: Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred (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:

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

Exhibit C

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

Appendix B - Extended Budget

New Hampshire NECAP Science Contract Budget

May 2011 - December 2016

FY 2011 (2 months)	FY2012 (12 months)	FY2013 (12 months)	FY2014 (12 months)	FY2015 (12 months)	FY2016 (12 months)	FY2017 (6 months)		Contract Total
\$ 2,596	\$ 609,590	\$ 1,044,829	\$ 1,044,829	\$ 1,073,555	\$ 1,044,829	\$ 248,206	=	\$ 5,068,434

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.

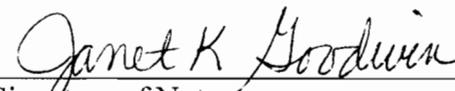
2. The persons listed below are duly elected, qualified and serving in the positions of the Corporation designated opposite his or her name, and each are fully authorized to act in the name of and on behalf of the Corporation.

<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 6th day of June, 2013.

By: 
Martin S. Borg, President and CEO

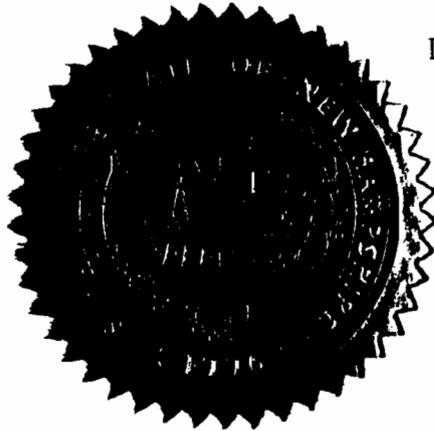
Sworn to and subscribed before me this 6th day of June, 2013, by Martin S. Borg

 (Seal)
Signature of Notary

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 3rd day of April A.D. 2013

A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner
Secretary of State

Principal Staff

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

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



log 11/11

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 5/18/11
APPROVED: [Signature]
Page # _____
Item # 317

May 10, 2011

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

REQUESTED ACTION

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

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

Sincerely,



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

YMB:dbw:emr

Scoring of NECAP Science Proposals

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

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

Subject:

New England Common Assessment Program - Science

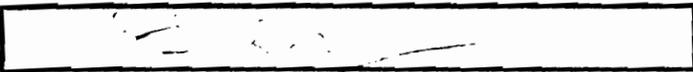
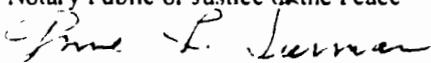
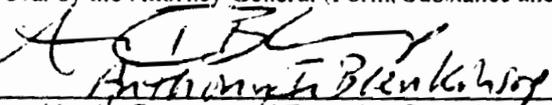
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH State Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Measured Progress		1.4 Contractor Address 100 Education Way, Dover, NH 03820	
1.5 Contractor Phone Number 603-749-9102	1.6 Account Number see Exhibit B	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$1,657,015.00
1.9 Contracting Officer for State Agency Deborah Wiswell, Administrator, Bureau of Accountability		1.10 State Agency Telephone Number 603-271-3828	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Martin Borg, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>May 17, 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 Anne L. Surman, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Virginia M. Barry, Ph.D., Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/25/2011</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			