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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
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Concord, N.H. 03301  
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June 6, 2013

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

*Sole Source*  
*36% General Funds*  
*59% Federal Funds*  
*5% Teacher Credentialing fund*

REQUESTED ACTION

Authorize the Department of Education to renew a sole source contract with The National Center for the Improvement of Educational Assessment, Inc., Dover, NH (vendor code 158509), originally approved by Governor and Council on July 11, 2012 (Item #90), and amended on November 14, 2012 (Item #121) to provide technical assistance for the New Hampshire state assessment, accountability, and educator evaluation systems. This contract will be in effect from July 1, 2013 or the date of Governor and Council approval, whichever is later, through June 30, 2014, pending legislative approval of the next biennium budget, in an amount not to exceed \$388,695. Source of funds is 36% General Funds, 59% Federal Fund, and 5% Other Funds.

Funding for this request is available as follows:

06-56-56-562020-32600000-612 (object code 500942)	FY 14: \$140,000.00
06-56-56-562010-64220000-102 (object code 500731)	FY 14: \$228,695.00
06-56-56-564510-62040000-073 (object code 500578)	FY 14: \$ 20,000.00

EXPLANATION

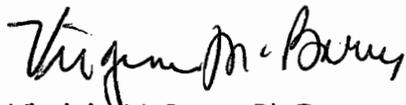
The New Hampshire Department of Education (NH DOE) is about to complete its final administration of the New England Common Assessment Program (NECAP) in ELA and mathematics and transition to the Smarter Balanced Assessment Consortium. The next scope of work is organized according to the following major tasks: Coordinating the New England Common Assessment Program; Providing technical support of the NH Adequacy and the No Child Left Behind Waiver School Accountability Systems; and Providing support for New Hampshire's implementation of the educator evaluation system.

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

Having been involved in the NECAP assessment project since its inception, the Center possesses an in-depth understanding of this unique collaborative assessment project and is prepared to play a continuing role in coordinating the transition to the Smarter Balanced Assessment Consortium. In addition, the Center has contributed significantly to the design of both the "input" based and "performance" based Adequacy and Accountability Systems. The Center has provided key conceptual leadership and technical support to the NH Educator Evaluation Task Force in the development of NH's State Model Educator Support and Evaluation System. Considerable technical support will be required as the state model and district systems are implemented. The Center has done a tremendous job in supporting our efforts in these areas. We would be pleased to be able to continue the contract.

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

Respectfully submitted,



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

VMB:sm:emr

Subject:

National Center for the Improvement of Educational Assessment, Inc.

**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 National Ctr. for the Improvement of Educational Assessment		1.4 Contractor Address PO Box 351, Dover, NH 03821-0351	
1.5 Contractor Phone Number 603-516-7900	1.6 Account Number see Exhibit B	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$388,695.00
1.9 Contracting Officer for State Agency Scott J. Mantie, Administrator, Bureau of Accountability & Ass		1.10 State Agency Telephone Number 603-271-3844	
1.11 Contractor Signature <i>Brian Gong</i>		1.12 Name and Title of Contractor Signatory Brian Gong, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Stafford</u> On <u>June 5, 2013</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 <i>[Signature]</i>			
1.13.2 Name and Title of Notary or Justice of the Peace Erin Joyce Contract Coordinator			
1.14 State Agency Signature <i>Virginia M. Barry</i>		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: <i>[Signature]</i> On: <u>6/6/13</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 National Center for the Improvement of Educational Assessment, 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:

- Coordinating the New England Common Assessment Program
- Providing technical support – including design, validity evaluations, implementation support and documentation – of the New Hampshire Adequacy and the No Child Left Behind Waiver School Accountability Systems and
- Support for New Hampshire's implementation of educator evaluation systems.

**Coordinating the New England Common Assessment Program (NECAP)**

The specific activities involved in coordinating the New England Common Assessment Program (NECAP) will focus on supporting the last administration of NECAP in ELA and mathematics in the fall of 2013 through the release of reports in early 2014. The Center for Assessment will continue to support the NECAP science assessment and assist the states as they wrestle with if and how best to transition to a new assessment. Having been involved in the NECAP assessment project since its inception, the Center possesses an in-depth understanding of this unique collaborative assessment project and is poised to play a continuing role in coordinating the working relationship across the four states. The Center's role in NECAP is focused on management support, coordinating the NECAP Technical Advisory Committee (TAC), technical support, and now assisting with the transition to the consortium-based assessments. The total cost for NECAP management for the four states is **\$185,060** with NH responsible for **\$46,265**. Details of the NECAP work follow in Appendix A.

In addition to coordinating the NECAP work, the Center for Assessment will support NH DOE in managing the NECAP assessment program and helping to coordinate the transition to the Smarter Balanced Assessment Consortium. This will include working closely with other NH DOE professionals as well as communicating with local educational professionals and other stakeholders. Importantly, the consultant will also serve as a liaison between NHDOE and the State's assessment contractor. The majority of the work described in this paragraph will be carried out by Dr. Keith Burke., working under contract to the Center for Assessment and will require **30 days of Dr. Burke's time**.

**New Hampshire's School Accountability System**

Senate Bill 180, now incorporated into RSA 193:E, has dramatically changed the accountability landscape in New Hampshire. The law requires two main approaches to the adequacy accountability system: an "input" based system based on adherence to the NH School Approval Standards, and a "performance" system for schools that fail to meet the input based requirements.

The Center for Assessment has contributed significantly to the design of both systems. The input system is currently being piloted, and the performance-based system will release the first operational results in June 2013. The Center is actively involved in calculating the Student Growth Percentile (SGP) quantities to be included in the model as well as serving as a technical consultant on the business rules as the model is developed. The Center will help ensure the quality control of the first public release of results and will assist in the preparation of documents and presentations designed to help local educators understand and use the results. Importantly, the Center will assist the NH DOE with the preparation and presentation of the reports to the NH Legislature, State Board of Education, and other relevant groups during the 2013-2014. In addition, the Center will conduct "knowledge transfer" trainings, so that the NH

DOE (or designee) can learn to conduct SGP analyses "in-house" and not have to rely on the Center for this work.

Center staff will continue to assist in the full implementation of the Adequacy-based accountability system, including developing appropriate training materials, conducting limited validity analyses, and supporting knowledge transfer and necessary documentation. Most relevant to current initiatives, the Center for Assessment will lead the efforts to help NH DOE incorporate common and local performance assessments into statewide assessment and accountability system.

A major effort that will occupy significant effort for the NH DOE and the Center for Assessment will be implementing NH's proposed waiver of key provisions of the No Child Left Behind Act (NCLB). A critical aspect of this work will be coordinating the waiver implementation with the implementation of the adequacy accountability system. This will entail ensuring the quality production of accountability system reports and leading the communication efforts with local districts and schools. The Center for Assessment will help ensure that data are maintained reliably; conduct data analysis as appropriate, monitors educational research; communicates information to local school districts; provides state, district, and school reports; and develops regulations, program advisories, and other documents necessary to support state and federal assessments and accountabilities. The majority of the work described in this paragraph will be carried out by the Center's contractor, Dr. Burke.

Finally, the Center, along with its subcontractor, Universal Mind, successfully released the "Growth Model App" as a pilot to NH school districts. The Growth App is a unique data visualization tool that allows users to quickly understand complex quantities and use them to improve the quality of education in local schools and districts. The Center and NH DOE have discovered several enhancements that they and districts would like to see in a subsequent version of the App.

The work related to the above tasks will require approximately **thirty (30) Center professional days and will require 150 days of Dr. Burke's time.**

### **New Hampshire's Educator Accountability System**

The Center has provided key conceptual leadership and technical support to the NH Education Evaluation Task Force (Phase II) as was the lead writer of New Hampshire's State Model Educator Support and Evaluation System. Now that a model has been produced, the hard work really begins. Considerable technical support will be required as the state model and various district systems are implemented. The Center is a recognized leader in the emerging field of reformed approaches for educator evaluation.

The Center will assist the NH DOE in leading the implementation and will guide NH DOE in conducting validity and reliability analyses during the next two years in order to best refine the system. The Center will continue to work with the NH School Improvement Grant (SIG) schools as they implement their pilot systems next year and fully implement their operational systems. The Center will do this through its participation in NH's Educator Effectiveness Network, State Collaborative for Educator Effectiveness (SCEE), and related networks and meetings.

The Center will continue attending, leading, and supporting all of the Phase II Task Force meetings and technical assistance meetings for SIG schools. The Center will work with the NH DOE in preparing regulatory language should the need exist and will take the lead on preparing the following key guidance documents:

1. Student Learning Objectives (SLO) Implementation Guidance
2. Guidance for incorporating measures of student learning in educator evaluations
3. Combining multiple measures: How to combine various indicators and measures to arrive at overall educator effectiveness ratings.

In addition to the guidance documents, the Center for Assessment will continue to provide a limited number of professional development workshops and other training opportunities on Student Learning Objectives (SLO) and other aspects of teacher evaluation systems.

These tasks will require approximately **fifty (50) professional days**.

**EXHIBIT B  
BUDGET**

<b>Component</b>	<b>Key Center Staff<sup>1</sup></b>	<b>Center Labor</b>	<b>Other direct costs</b>	<b>FY 2012-2013 Total</b>
NECAP	CD	\$46,265		\$46,265
NECAP and SBAC Transition support	KB	\$30,000		\$30,000
School Accountability	SM, DB, KB	\$204,000	\$20,880 <sup>2</sup>	\$224,880
Educator Accountability	SM, JT	\$87,000	\$550	\$87,550
<b>Total Budget Request</b>		<b>\$367,265</b>	<b>\$21,430</b>	<b>\$388,695</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 \$388,695.

**Funding Source:** Funding for this contract is 36% General Funds, 59% Federal Funds and 5% Other Funds from the following accounts:

06-56-56-562020-32600000-612 (object code 500942) FY 14: \$140,000.00  
 06-56-56-562010-64220000-102 (object code 500731) FY 14: \$228,695.00  
 06-56-56-564510-62040000-073 (object code 500578) FY 14: \$ 20,000.00

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

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

<sup>1</sup> DB=Damian Betebenner; CD=Charlie DePascale, SM=Scott Marion; JT=Jeri Thompson; KB=Keith Burke, Center sub-contractor

<sup>2</sup> Includes \$25,000 for a sub-contractor to update Growth Model App and Center staff mileage to attend meetings.

**Exhibit C**

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

**ADDENDUM**  
Center for Assessment (NCIEA)  
Proposed NECAP Budget and Scope of Services

FY13, FY14

Version 1.0  
April 20, 2012

Summary FY08 – FY14

	Fiscal Year						
	FY08	FY09	FY10	FY11	FY12	FY13	FY14
Management Support	\$107,400	\$114,600	\$119,560	\$123,638	\$127,730	\$89,560	<b>\$63,160</b>
NECAP Technical Advisory Committee	\$125,600	\$134,400	\$128,200	\$131,202	\$139,110	\$100,000	<b>\$100,600</b>
Technical Support/Assistance	\$31,750	\$38,250	\$19,800	\$20,100	\$21,300	\$19,800	<b>\$21,300</b>
<b>Total</b>	<b>\$264,750</b>	<b>\$287,250</b>	<b>\$267,560</b>	<b>\$274,940</b>	<b>\$288,140</b>	<b>\$209,360</b>	<b>\$185,060</b>
Total Per NECAP State	\$88,250	\$95,750	\$66,890	\$68,735	\$72,035	\$52,340	<b>\$46,265</b>

**Introduction**

This document contains the proposed budget and scope of services to be provided by the Center for Assessment (NCIEA) in Fiscal Years 2013 and 2014 (i.e., July 2012 through June 2014) to support the states of Maine, New Hampshire, Rhode Island, and Vermont in the management and oversight of the New England Common Assessment Program (NECAP). As in previous years, costs are classified into three major budget categories: Management Support, NECAP Technical Advisory Committee, and Technical Support/Assistance.

The figures presented in this budget document represent total costs to be shared equally among the four NECAP states. NCIEA will contract separately with each state to cover these NECAP-related costs. Individual states may choose to structure these services under a separate contract with NCIEA or include them as part of a larger scope of services provided by NCIEA.

**Management Support**

The Center for Assessment provides ongoing management support for the NECAP states. During the development of the initial NECAP RFP during the summer of 2003, the states acknowledged the need for a *project director* to coordinate program activities, manage internal short-term and long-term project planning, negotiate differences among the states, and serve as a liaison between the states and the NECAP contractor(s). As the program was implemented, the role has expanded to also include technical support, selected data analyses, and participation in the design, development, and review of NECAP ancillary and support materials (e.g., interpretation guides, standard setting reports, technical reports, reporting workshop materials). Since the inception of NECAP, Charles DePascale fulfilled this role, serving as the primary NCIEA contact with the states on matters related to NECAP.

The proposed budget reflects a total of 56 days in FY13 and 36 in FY14 allocated to

management support. That figure represents a decrease from the 76 days per year allocated for FY10 through FY12. The change is based on the expectation of decreasing demands as the states transition from NECAP to Smarter Balanced or PARCC for their English language arts and mathematics tests. Specific tasks in addition to general management support will be determined in consultation with the states at the beginning of each fiscal year.

In addition to labor, the proposed budget includes travel and related expenses for attendance at 12 1-day meetings per year (e.g., monthly management meetings) and 6 2-day meetings per year (e.g., meetings with individual states, planning meetings), 5 days of travel to other NECAP or transition-related meetings. The budget also includes meeting expenses for 2 internal management team meetings per year.

Management Support					
	Days	Rate*	FY12	FY13	FY14
Labor	76	\$1,500	\$121,600	\$84,000	\$57,600
Travel expenses			\$5,072	\$4,600	\$4,600
Meeting Expenses			\$1,058	\$960	\$960
<b>Total</b>			\$127,731	\$89,560	\$63,160
<b>Total. Per State</b>				\$22,390	\$15,790

\*Rate shown is valid for FY13. Rate increases to \$1,600 in FY14

### **NECAP Technical Advisory Committee**

The Center for Assessment manages the New England Technical Advisory Committee for the NECAP states. NCIEA responsibilities for the TAC meetings include preparing a meeting agenda in consultation with the states and contractor; preparing discussion materials and supporting materials; disseminating meeting information and materials; facilitating the TAC meeting; securing suitable meeting space and interacting with on-site staff to coordinate lodging, meals, etc. The proposed budget includes costs for one multi-day, on-site meeting of the NECAP TAC and three half-day meetings via phone per year. Meeting dates are determined by the needs of the program as well as scheduling concerns. Initial meetings of the NECAP TAC were held in the summer and spring. Recently, meetings have been held in the spring and fall.

The TAC meeting budget includes costs for the following items:

- Hotel meeting room(s)
- Meals and breaks during the meeting
- Hotel lodging for TAC members, NCIEA staff, and DOE staff (generally excluding host state)
- Travel and related expenses for TAC members and NCIEA staff
- Honoraria for TAC members

The proposed budget is based on attendance at meetings of 9 external, national consultants serving as NECAP TAC members. The budget is based on paying TAC members honoraria for five days of service per year.

The proposed budget is based on attendance at meetings of two NCIEA staff serving as primary contact and/or TAC members with the NECAP states.

The proposed budget is based on attendance at the meeting of up to four DOE staff per state. Covered costs for state DOE staff include hotel lodging (as described above) and meals provided during the meeting (i.e., continental breakfast, lunch, dinner on Day 1; continental breakfast, lunch on Day 2). Other travel related expenses (e.g., mileage) are not covered for

DOE staff.

The budgeted costs provided in this section reflect total meeting costs to be shared equally among the states. NECAP Technical Advisory Committee			
	FY12	FY13	FY14
Meeting Costs	\$48,510	\$24,500	<b>\$24,500</b>
NCIEA Labor*	\$31,600	\$16,500	<b>\$17,100</b>
TAC Honoraria	\$58,500	\$58,500	<b>\$58,500</b>
Materials	\$500	\$500	<b>\$500</b>
<b>Total</b>	<b>\$139,110</b>	<b>\$100,000</b>	<b>\$100,600</b>
<b>Total per state</b>		<b>\$25,000</b>	<b>\$25,150</b>
*NCIEA labor includes 4 days at \$1,500, 4 days at \$1,650, and 6 days at \$650 for FY13. In FY14, rates increase to \$1,700, \$1,600, and \$650, respectively.			

**Technical Support/Assistance**

Technical support/assistance includes additional consulting services provided for NECAP outside of those already covered through management support or the NECAP TAC. These services may be provided by NCIEA staff or may involve outside consultants. In previous years, examples of technical support/assistance provided by external consultants and NCIEA staff include:

- December 2008 through December 2011: External review of the NECAP Equating procedures by Ron Hambleton and Craig Wells from the University of Massachusetts at Amherst.
- 2008-2009: Support in the development of science peer review materials by Bill Erpenbach and Phoebe Winter
- March 2007: Preparation of the external Alignment Report for the NECAP reading and mathematics tests by Bill Erpenbach for presentation to the USED. Also included was review of draft versions of the report by other external consultants familiar with alignment studies and the peer review process.
- 2004-2006: Support in the design and development of the science assessment targets and test specifications by Scott Marion and Karin Hess.
- 2004-2005: Support in the design of the reading, mathematics, and writing high school test specifications.

The proposed budget includes 15 days labor for technical support/assistance. This figure is consistent with previous years. The allocation reflects an expectation that as technical support needs directly related to NECAP decline they will be offset by increased transition-related needs.

Technical Support/Assistance					
	Days	Rate*	FY12	FY13	FY14
NCIEA	6	\$1,500	\$9,600	\$9,000	<b>\$9,600</b>
External Consultants	9	\$1,200	\$11,700	\$10,800	<b>\$11,700</b>
<b>Total</b>			<b>\$21,300</b>	<b>\$19,800</b>	<b>\$21,300</b>
<b>Total per State</b>				<b>\$4,950</b>	<b>\$5,325</b>
*Rates shown are valid for FY13. Rates increase to \$1,600 and \$1,300, respectively in FY14.					

# 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 The National Center for The Improvement of Educational Assessment is a New Hampshire nonprofit corporation formed August 12, 1998. 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 6<sup>th</sup> day of June A.D. 2013

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

William M. Gardner  
Secretary of State

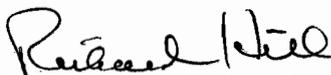
**CERTIFICATE OF AUTHORITY**

I, Richard Hill, Treasurer of The National Center for the Improvement of Educational Assessment, Inc. do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a)(are) true and complete cop (y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on April 19, 1999, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:
- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational)meeting on September 11, 1998.
- (5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the offices indicated below:

Brian Gong	President
Scott Marion	Vice President
Richard Hill	Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Corporation this 29th day of April 2011.

  
 \_\_\_\_\_  
 Treasurer

(Corporate Seal if any)

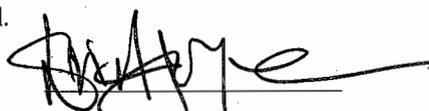
(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE  
 COUNTY OF Stafford

On June 5, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the President of the corporation identified in the foregoing certificate, and acknowledge that (s)he executed the foregoing certificate.



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

  
 \_\_\_\_\_  
 Notary Public/Justice of the Peace

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: <b>Anna Gallant</b>
	PHONE (A/C, No, Ext): <b>603 427-7588</b> FAX (A/C, No): <b>603 436-1555</b> E-MAIL ADDRESS: <b>Anna.Gallant@Peoples.com</b>
INSURED The National Center For The Improvement of Educational Assessment PO Box 351 Dover, NH 03821-0351	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A: <b>Mass Bay</b> <b>22306</b>
	INSURER B: <b>Twin City Fire Insurance</b>
	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ODV8813201	09/29/2012	09/29/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS UMBRELLA LIAB    OCCUR EXCESS LIAB    CLAIMS-MADE DED    RETENTION \$			ODV8813201	09/29/2012	09/29/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	00KB0270348	06/24/2012	06/24/2013	\$1,000,000 \$10,000 Ded

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

CERTIFICATE HOLDER New Hampshire Dept. of Education 101 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Anna Gallant</i>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/12

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> Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	<b>CONTACT NAME:</b> Aon Risk Services, Inc of Florida	
	<b>PHONE (A/C, No, Ext):</b> 800-743-8130	<b>FAX (A/C, No):</b> 800-522-7514
<b>EMAIL ADDRESS:</b> ADP.COI.Center@Aon.com.		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> New Hampshire Ins Co		23841
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
 ADP TotalSource FL XVII, Inc.  
 10200 Sunset Drive  
 Miami, FL 33173  
 ALTERNATE EMPLOYER  
 NCIEA, Inc  
 31 Mount Vernon Street  
 Dover, NH 03820

**COVERAGES**

CERTIFICATE NUMBER: 462384

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. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 038087780 NH	07/01/12	07/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

All worksite employees working for the above named client company, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. The above named client is an alternate employer under this policy.

**CERTIFICATE HOLDER**

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Aon Risk Services, Inc of Florida*

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## Key Personnel

Scott Marion  
Damian Betebenner  
Charlie DePascale  
Keith Burke  
Karin Hess  
Jeri Thompson



# American Recovery and Reinvestment Act

**NH RECOVERY**  
Department of Education

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

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

Paul K. Leather  
Deputy Commissioner  
Tel. 603-271-3801

October 4, 2012

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

FOR INFORMATION ONLY

G & C Letter # \_\_\_\_\_  
G & C Date 11-19-12  
APPROVED: \_\_\_\_\_  
Page # \_\_\_\_\_  
Item # \_\_\_\_\_

*Approved  
11/14/12  
JEM/21*

## REQUESTED ACTION

1. Authorize the Department of Education to amend the sole source contract with The National Center for the Improvement of Educational Assessment, Inc., Dover, NH (vendor code 158509), to provide technical assistance for the New Hampshire state assessment and accountability systems by increasing the total amount by \$120,000.00. The original contract was approved by Governor and Council on July 11, 2012 (item #90). 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 \$284,120.00. Source of funds is 49% State Funds, 44% Federal Funds and 7% Other Funds.

Funding for this request is available as follows:

### Account Numbers

06-56-56-562010-64220000-102 (object code 500731)	FY13: \$ 44,120.00
06-56-56-562020-32600000-612 (object code 500942)	FY13: \$140,000.00
06-56-56-564510-62040000-073 (object code 500578)	FY 13: \$ 20,000.00
06-56-56-563010-11310000-072 (object code 502625)	FY 13: \$ 50,000.00
06-56-56-569910-08100000-072 (object code 502625)	FY 13: \$ 30,000.00

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

His Excellency Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301  
October 4, 2012  
Page 2

### EXPLANATION

The Department of Education would like to amend the contract with The National Center for the Improvement of Educational Assessment to include the following additional responsibilities which are further detailed in Exhibit A, Scope of Services:

- Support the management of the New England Common Assessment System (NECAP) and coordinate the transition to the Smarter Balanced Assessment Consortium;
- Support the implementation of the new Accountability System; and
- Provide technical assistance to SIG schools and first year pilot districts on the implementation of their Educator Evaluation Systems.

The Center has been providing support to the department in various areas for some time and has done a remarkable job in all areas. We have the utmost confidence in their ability to accomplish these additional tasks.

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

Respectfully submitted,



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

VMB:dc:emr

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Commissioner's Office, hereinafter "the Agency," and the National Center for the Improvement of Educational Assessment, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on July 11, 2012 (Item # 90) hereby agree to modify same as follows:

1. Modify General Provision 1.8, Price Limitation of the P-37, to read as follows: \$284,120.00
2. Modify Exhibit A, Scope of Services, by adding additional responsibilities, thus increasing professional days  
See attached
3. Modify Exhibit B, Budget, by adding \$120,000.00 and three additional Key Center Staff  
See attached
4. Modify Limitation on Price by increasing the total budget of \$164,120 by \$120,000 such that the maximum amount to be expended during the fiscal year ending June 30, 2013, is \$284,120
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: Virginia M. Barry  
Commissioner of Education

National Center for the Improvement of Educational Assessment, Inc.  
Name of Corporation (Contractor)

By: [Signature] Vice-President  
Signature, Title

STATE OF New Hampshire  
County of Stafford

On this the 30<sup>th</sup> day of October 2011 before me, Erin Joyce, the undersigned officer, personally appeared Scott Marion who acknowledged himself/herself to be the of National Center for Assessment Corporation, and that he, as such Vice President, 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 Scott Marion, Vice President.

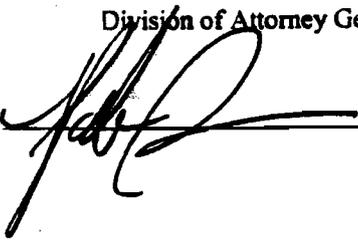
In witness whereof I hereto set my hand and official seal.

[Signature]  
Notary Public/Justice of the Peace

ERIN A. JOYCE, Notary Public  
My Commission Expires November 28, 2012

Approved as to form, substance and execution by the Attorney General this 16 day of Oct, 2010

Division of Attorney General Office

By:  \_\_\_\_\_

Approved by the Governor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 2010

By: \_\_\_\_\_

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 603-271-1983  
Citizens Services Line 1-800-338-9900

FOR INFORMATION ONLY

G & C Letter # \_\_\_\_\_  
G & C Date 7-1-12  
APPROVED: \_\_\_\_\_  
Page # 90  
Item # \_\_\_\_\_

June 18, 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 sole source contract with The National Center for the Improvement of Educational Assessment, Inc., Dover, NH (vendor code 158509), to provide technical assistance for the New Hampshire state assessment and accountability systems. This contract will be in effect from the date of Governor and Council approval through June 30, 2013, in an amount not to exceed \$164,120. Source of funds is 85% State Funds and 15% Federal Funds.

Funding for this request is available as follows:

**Account Numbers**

06-56-56-562010-64220000-102 (object code 500731)	FY13: \$ 24,120.00
06-56-56-562020-32600000-612 (object code 500942)	FY13: \$140,000.00

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

**EXPLANATION**

A Request for Proposals was posted with a deadline for receipt of April 25, 2012. The Department was seeking technical assistance and support for the development, implementation and assurance of technical quality of the state assessment and accountability systems; and in the development of a statewide teacher evaluation system.

His Excellency Governor Lynch  
and the Honorable Council  
June 18, 2012  
Page Two

The New Hampshire Department of Education (NH DOE) has successfully completed the seventh administration of the New England Common Assessment Program (NECAP) and has refined its system of evaluating Adequate Yearly Progress (AYP). During the next year, the NH DOE will develop a flexibility request to the US Department of Education (USED) for the accountability system, continue work on developing a statewide teacher evaluation system and continue providing technical support for the NECAP assessment system. The scope of work is organized according to the following major tasks: Coordinating the New England Common Assessment Program (NECAP); Managing and organizing the New Hampshire Technical Advisory Committee; Providing technical support of the NH Adequacy and the No Child Left Behind School Accountability Systems; and Providing support for New Hampshire's development of an educator evaluation system.

The Center has assisted New Hampshire in developing a cost effective, innovative, large-scale assessment and has aided the NH DOE in building one of the most effective and knowledgeable technical committees in the country. The Center has contributed significantly to the design of the current Adequacy and No Child Left Behind School Accountability Systems and has provided leadership and technical support to the NH Educator Evaluation Task Force in the development of NH's proposed State Model educator evaluation system. Considerable support will be required as the system is implemented during the 2012-2013 period. The Center has done a tremendous job in all of these areas, and we would be pleased to be able to contract with them once again.

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

Only one proposal was received. It was reviewed and rated by an evaluation team consisting of the Division Director and the Curriculum & Assessment Director. Both highly recommended this organization.

Respectfully submitted,



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

VMB:JM:emr

Subject:

National Center for the Improvement of Educational Assessment, Inc.

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 National Ctr. for the Improvement of Educational Assessment		1.4 Contractor Address PO Box 351, Dover, NH 03821-0351	
1.5 Contractor Phone Number 603-516-7900	1.6 Account Number see Exhibit B	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$164,120.00
1.9 Contracting Officer for State Agency Paul Leather, Deputy Commissioner of Education		1.10 State Agency Telephone Number 603-271-3801	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Scott Marlon, Vice President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>June 14, 2012</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]		ERIN A. JOYCE, Notary Public My Commission Expires November 28, 2012	
1.13.2 Name and Title of Notary or Justice of the Peace Erin A. Joyce			
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: 6/26/12			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

NAME	Unsatisfactory (1)	Partially Proficient (2)	Proficient (3)	Exemplary (4)
National Center for the Improvement of Educational Assessment, Inc.				X
Experience coordinating large-scale state assessments				X
Experience managing and organizing technical advisory committees				X
Experience with development of state accountability systems		X		X
Experience with educator effectiveness system			X	
Expertise of key staff meets demands of RFP				X
Budget (within restrictions of RFP)				X

The committee members responsible for the review of the proposal include the following individuals:

Joseph Miller, Director, Division of Instruction; Tim Kurtz, Curriculum & Assessment Director

The role of the committee members was advisory in nature. They provided information, analysis and recommendations that were presented to the Commissioner of Education.

The Commissioner of Education reviews the information provided and makes the final decision regarding the award of such contracts.