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STATE OF NEW HAMPSHIRE
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June 6, 2013

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

Retrospective
46 % General Funds
54 % Federal Funds

REQUESTED ACTION

Authorize the Department of Education to retroactively renew the contract with Measured Progress, Dover, New Hampshire (vendor code 175323), originally approved by Governor and Council on June 22, 2011 (item #318) and amended on February 20, 2013 (Item #66B), to develop, administer, score, analyze, and report results of the New England Common Assessment Program (NECAP) in an amount not to exceed \$2,823,996.00 beginning July 1, 2013 through June 30, 2014, pending legislative approval of the next biennium budget. Source of funds is 54% Federal Funds and 46% General Funds.

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

	FY14
06-56-56-562020-32600000-612 (object code 500942)	\$1,309,298.20
06-56-56-562010-64220000-102 (object code 500731)	\$1,514,697.80

EXPLANATION

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

Her Excellency, Governor Margaret Wood Hassan
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The New England Common Assessment Program has been administered since 2005 by NH, VT, and RI, and then in 2009 by Maine. The contract includes assessments in reading at grades 3-8 and 11, mathematics at grades 3-8 and 11, and writing at grades 5, 8, and 11. The advantages of this collaboration include: reduced per pupil cost; expanded resources which include test directors, content experts, an expanded Technical Advisory Committee, experienced Test Item Development Committees, and a shared philosophy that aligns with our legislative purpose. The assessment program is carried out by the four state Departments in cooperation with the assessment contractor.

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

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

Respectfully submitted,



Virginia M. Barry, Ph.D
Commissioner of Education

VMB:sm:emr

Subject:

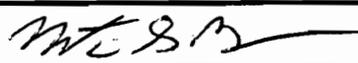
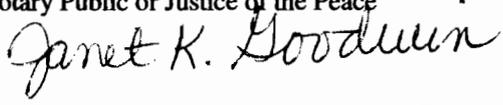
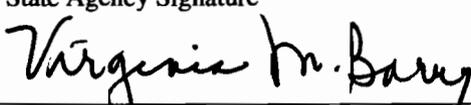
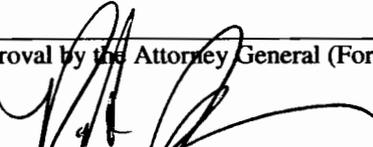
New England Common Assessment Program

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 \$2,823,996.00
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>6-6-13</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

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. The contractor will ensure that the timing of assessments and the release of the results will fulfill the goals of the New England Common Assessment Program. New Hampshire, Maine, Rhode Island, and Vermont intend for the assessments to be administered during a three-week block of time during October 2013 so that the results can be returned to schools by January of the same school year.
- b. The contractor, after finalizing the annual project plan and schedule presented in their proposal with New Hampshire, Maine, 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.
- c. The contractor will support six one-day and four two-day project management team meetings on-site during the contract year.
- d. The contractor will support regular (minimum of semi-monthly) conference calls with the states' project management team between during the contract year.

2. Technical and Policy Issues

- a. The contractor will attend the semi-annual two-day meetings of the states' joint Technical Advisory Committee. The contractor will be represented at the meeting by the program director, program lead psychometrician, and one additional staff member (based on the planned meeting agenda). The contractor may bring additional staff to the meeting with the approval of the states.
- b. The contractor will attend a meeting with individual state education leadership (e.g., commissioner, state board of education) one time during the contract year. The contractor will be represented by the program director and senior management.

3. Item Development

- a. The contractor will follow the test designs for reading for grades 3 through 8 & 11, writing for grades 5, 8, and 11, and mathematics for grades 3 through 8 & 11 that are included with the contract document.
- b. The contractor will use four (4) matrix-sampled test forms for grades 3 through 8 in reading and four (4) matrix-sampled test forms for grades 3 through 8 in mathematics for the 2013-14 operational assessment.
- c. The contractor will use four (4) matrix-sampled test forms for grade 11 in reading, writing, and mathematics for the 2013-14 operational assessment.
- d. The assessment will contain the following item types: multiple-choice and constructed-response items for reading, multiple-choice, short-answer (1pt), short answer (2pt), and constructed-response items for mathematics, and multiple-choice, constructed-response, and extended-response items for writing.

contractor will work in collaboration with New Hampshire to plan and prepare the presentation.

- i. The contractor will be responsible for accounting for the return of all secure assessment materials. The contractor will provide New Hampshire with a discrepancy report itemizing outstanding secure materials upon completion of the return process.
- j. The contractor will provide secure storage for all of the assessment material for a minimum of 12 months after the reports are returned to schools.
- k. The contractor will provide schools a web-based system for principals to access (using a secure user name and password) to complete a principal certification of proper test administration form.
- l. The contractor will provide toll-free telephone support to schools beginning two weeks prior to the start of the testing window and ending two weeks after the conclusion of the testing window.

6. Scanning/Imaging and Scoring

- 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 the proposal on pp. B-87 to B-93 to ensure the accuracy of the scanned data.
- c. The contractor will follow the scoring and training procedures outlined in the proposal on pp. B-100 to B-125.
- d. The contractor, in collaboration with New Hampshire, Maine, Rhode Island, and Vermont, will develop scoring rubrics, sets of training student responses, and anchor student responses for all assessment items that are not directly scored by machine.
- e. The contractor will score all common and matrix items, of whatever item-type.
- f. All extended-response writing responses will be scored by at least two readers. All reading and mathematics short-answer and constructed-response items will be scored by a single reader with a two percent read behind.
- g. Representatives from New Hampshire, Maine, 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.

7. Data Analysis

- a. The contractor will follow the data preparation and quality control procedures described in the contractor's proposal on pp. B-127 to B-130.
- b. The contractor will continue to calibrate all of the common and matrix-sampled items using Item Response Theory (IRT). The three-parameter logistic (3PL) model will be used for dichotomous items (multiple-choice and short-answer) and the graded-response model (GRM) will be used for the polytomous items (constructed- and extended-response).
- c. The contractor will continue to use the common scale (X00 through X80, where X is grade level) that was adopted for reporting scaled scores and achievement levels in reading, writing, and mathematics for students, schools, districts, and states.
- d. The contractor will follow procedures for conducting year-to-year equating for the New England Common Assessment Program. The general approach to be followed is outlined in the contractor's proposal on pp. B-135 to B-138.
- e. The contractor will follow procedures for conducting form-to-form with-in year equating for the New England Common Assessment Program. The general approach to be followed is outlined in the contractor's proposal on pp. B-138 to B-139.
- f. The contractor will follow the procedures for developing and reporting item and test statistics described in the contractor's proposal on pp. B-139 to B-145.

- h. The contractor will produce interpretive materials that clearly and effectively communicate information about the New England Common Assessment Program to parents, schools, and districts. The interpretive materials will be provided in electronic format for posting on each state's Department of Education website.
- i. A portion of the common items will be released from each assessment for reporting and professional development purposes. Following the selection of the released items, the contractor will produce materials that will include the actual test items, item documentation mapping the items to the Grade-Level and Grade-Span Expectations, scoring materials, and sample student responses for posting on the Department's website. Specific numbers of items and passages to be released each year will be decided upon by New Hampshire, Maine, Rhode Island, and Vermont in consultation with the contractor.
- j. The contractor, in consultation with New Hampshire, Maine, Rhode Island, and Vermont, and the appropriate technical advisory panel(s), will produce a comprehensive Technical Report following the 2013 test administration testing and reporting cycle that can serve as the document of record for the year's testing activities. The contractor will follow the general procedures described on pp. B-154 and B-155 as described in the proposal. The contractor will provide the Technical Report in electronic format for posting on each state's Department of Education website.
- k. The contractor will be responsible for conducting and recording a reporting webinar for New Hampshire in February 2014 following the release of the results. The contractor will work in collaboration with New Hampshire to plan and prepare the presentation.
- l. The contractor will provide toll-free telephone support related to interpreting the results to educators beginning two weeks prior to, during, and two weeks following the release of results.
- m. The contractor will retrieve and deliver images of student answer documents and/or actual hard copy of the students test material. The contractor, in consultation with New Hampshire, Maine, Rhode Island, and Vermont, will determine an agreed upon protocol for requesting this service. The contractor did not charge for this service in the proposal budget. However, if the number of requests becomes over burdensome, negotiations will be expected to take place to establish an acceptable fee.

Exhibit C

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

NEW ENGLAND COMMON ASSESSMENT PROGRAM

NECAP 2013 Grades 3–8 Reading Test Design

Item Types: Multiple Choice (MC – 1 point), Constructed Response (CR – 4 points)

Common Test Design: 2 long passages with 8 MC and 2 CR each
2 short passages with 4 MC and 1 CR each
4 stand alone MC – Word ID/Vocabulary

Operational Test Design:

Common 2 long and 2 short plus 4 stand alone MC			Matrix – Equating 1 long and 1 short plus 2 stand-alone MC Forms 1 through 4			Total 3 long and 3 short plus 6 stand alone MC		
MC	CR			MC	CR		MC	CR
28	6			14	3		42	9

4 Forms: (assumes release of either one long or two short passages, plus 2 stand-alone MC)

Common Score Points: 52 (matrix – equating emulates common)

Operational Test Sessions: (Testing Time: 90 minutes per session)

	Session 1	Session 2	Session 3
	1 long and 1 short	1 long and 1 short	1 long and 1 short
MC	14	14	14
CR	3	3	3

NEW ENGLAND COMMON ASSESSMENT PROGRAM

NECAP 2012 Grades 3 & 4 Mathematics Test Design

Item Types: Multiple Choice (MC – 1 point), Short Answer (1 point & 2 points)

Test Design:

Common			Matrix – Equating Forms 1through 4			Total per student		
MC	SA1	SA2	MC	SA1	SA2	MC	SA1	SA2
35	10	10	9	3	3	44	13	13

4 Forms: (assumes annual release of 10 MC, 3 SA-1, 3 SA-2)

Common Score Points: 65

Operational Test Sessions: (Testing Time: 90 minutes per session)

	Session 1 (non-calculator)	Session 2 (calculator)	Session 3 (calculator)
MC	15	15	14
SA1	4	3	6
SA2	4	5	4

Grades 5–8 Mathematics Test Design

Item Types: Multiple Choice (MC – 1 point), Short Answer (1 point & 2 points), Constructed Response (CR – 4 points)

Test Design:

Common				Matrix – Equating Forms 1through 4				Total per Student			
MC	SA1	SA2	CR	MC	SA1	SA2	CR	MC	SA1	SA2	CR
32	6	6	4	9	3	3	2	41	9	9	6

4 Forms: (assumes annual release of 10 MC, 2 SA-1, 2 SA-2, 1 CR)

Common Score Points: 66

Operational Test Sessions: (Testing Time: 90 minutes per session)

	Session 1 (non-calculator)	Session 2 (calculator)	Session 3 (calculator)
MC	13	14	14
SA1	3	3	3
SA2	3	3	3
CR	2	2	2

Appendix B - Extended Budget
Contracted Amounts
 July 2008 - June 2014

NECAP (3-8, 11)
Reading, Math, Writing

	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Total
NH	\$ 417,460	\$ 3,036,220	\$ 3,097,570	\$ 3,099,425	\$ 3,131,145	\$ 2,823,996	\$ 15,605,816

Dec. Revision to include ME \$ 417,460 \$ 3,036,220 \$ 3,082,895 \$ 3,084,750 \$ 3,116,470 \$ 2,809,321 \$ 15,547,116

Returning Writing CD's to Schools \$ - \$ - \$ 14,675 \$ 14,675 \$ 14,675 \$ 14,675 \$ 58,700

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
Martin S. Borg, President and CEO

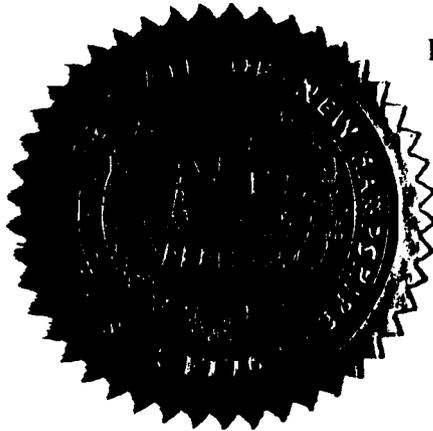
Sworn to and subscribed before me this 6th day of June, 2013, by Martin S. Borg

Janet K. Goodwin (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".

William M. Gardner
Secretary of State

Principal Staff

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

Timothy Crockett
Harold Stephens
Amanda Smith
Carole Soule
Mellicent Friddell
Elizabeth Gilbert
Patricia DuBois
Diane Dexter
Mark Lovely
Molly Igoe
Raymond Reese
Kristen Crawford
Breanne Moore



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER MARSH USA, INC. 39 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377 363072-GA-13-14	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Travelers Indemnity Co Of CT</td> <td>25682</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Charter Oak Fire Insurance Company	25615	INSURER B : Travelers Property Casualty Co. of America	25674	INSURER C : Travelers Indemnity Co Of CT	25682	INSURER D :		INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
INSURED Measured Progress, Inc. 100 Education Way Dover, NH 03820														

COVERAGES **CERTIFICATE NUMBER:** NYC-006604034-01 **REVISION NUMBER: 2**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC		P6309C162391C0F13	03/05/2013	03/05/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		P8109C162391C0F13	03/05/2013	03/05/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PSMCUP9C162391TIL13	03/05/2013	03/05/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	PEUB6366L25313	03/05/2013	03/05/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER THE STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 PLEASANT STREET CONCORD, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Elizabeth Stapleton <i>Elizabeth Stapleton</i>
--	---

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



FOR INFORMATION ONLY

G & C Letter # _____
G & C Date 2-20-13
APPROVED: _____
Page # 625B
Item # _____

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

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

January 10, 2013

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

REQUESTED ACTION

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

Funding is available in these accounts as follows:

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

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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
January 10, 2013
Page 2

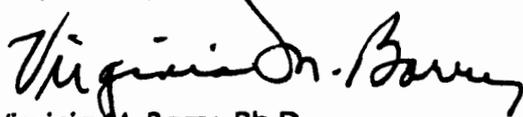
EXPLANATION

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

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

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

Respectfully submitted,



Virginia M. Barry, Ph.D
Commissioner of Education

VMB:KB:emr

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

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

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

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

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

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

By: *Viggo M. Berry*
Commissioner of Education

Measured Progress
Name of Corporation (Contractor)

By: *[Signature]* CFO
Signature, Title

STATE OF New Hampshire
County of Strafford

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

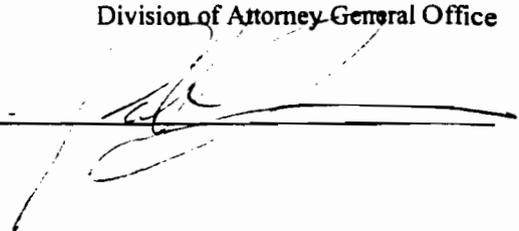
In witness whereof I hereto set my hand and official seal.

Lisa R. Cooper
Notary Public/Justice of the Peace

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

Approved as to form, substance and execution by the Attorney General this 20th day of Jan, 2012

Division of Attorney General Office

By:  _____

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

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 603-271-1953
 Citizens Services Line 1-800-339-9900

FOR INFORMATION ONLY

G & C Letter # _____
 G & C Date 6/20/11
 APPROVED: _____
 Page # 2
 Item # 318

May 20, 2011

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

REQUESTED ACTION

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

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

Accounts

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

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

EXPLANATION

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

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

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

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

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

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

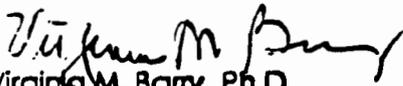
May 20, 2011

Page 3

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

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

Respectfully submitted,



Virginia M. Barry, Ph.D
Commissioner of Education

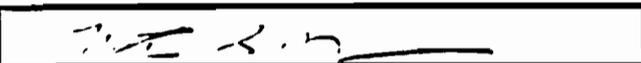
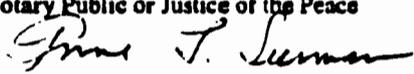
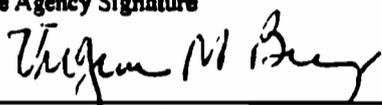
VMB:dbw:emr

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

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name 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 \$6,230,570.00
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 NH , County of Stratford On May 24, 2011 , 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 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: 6/1/2011			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			