

85 8/5

JUN 25 13 11:23 DAG



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

June 6, 2013

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

100% Federal Funds

REQUESTED ACTION

Authorize the Department of Education to renew the contract with the Center for Collaborative Education, Boston, MA (vendor code 228846), originally approved by Governor and Council on November 14, 2012 (Item #136A), to take the lead in the development of a statewide performance assessment system for New Hampshire students. 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 \$450,000. Source of funds 100% Federal Funds.

Funding for this request is available as follows:

- 06-56-56-562010-64220000-102 (object code 500731) FY14: \$200,000.00
- 06-56-56-562020-32790000-102 (object code 500731) FY14: \$250,000.00

EXPLANATION

The New Hampshire Department of Education (NHDOE), in partnership with the Center for Collaborative Education (CCE), has launched the development of a state-wide performance assessment system that will balance local control with state-wide accountability and comparability. This system will be one component of a multi-assessment student assessment system for New Hampshire students.

The state performance assessment system will include a set of common performance assessments that have high technical quality, locally designed assessments with guidelines for ensuring high technical quality, regional scoring sessions and local district peer review audits to ensure sound accountability systems and high inter-rater reliability, a web-based bank of local and common performance assessments, and a regional network of support to districts and schools.

By the end of current contract, the partnership will have conducted the following activities:

Faint, illegible text, possibly bleed-through from the reverse side of the page. The text is too light to transcribe accurately.

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

- Developed and adopted a framework for creating a statewide performance assessment system in New Hampshire
- Developed and approved state competencies in English language arts and mathematics
- Selected a cohort of 20 high school and district teams and provided them with five days of training in creating and sustaining quality performance assessment systems
- Launched a performance assessment website on the New Hampshire Networks platform
- Selected a second cohort of 20 high school and district teams as well as the first cohort of K-8 school and district teams, with training to begin in summer 2014
- Selected and begun training of a first cohort of 20 Practitioner Assessment Experts to build local and regional capacity in implementing performance assessment systems
- Received and begun vetting locally developed performance tasks that will be refined and validated to place in a statewide common performance task bank
- Began development of a technical manual for the statewide performance assessment system

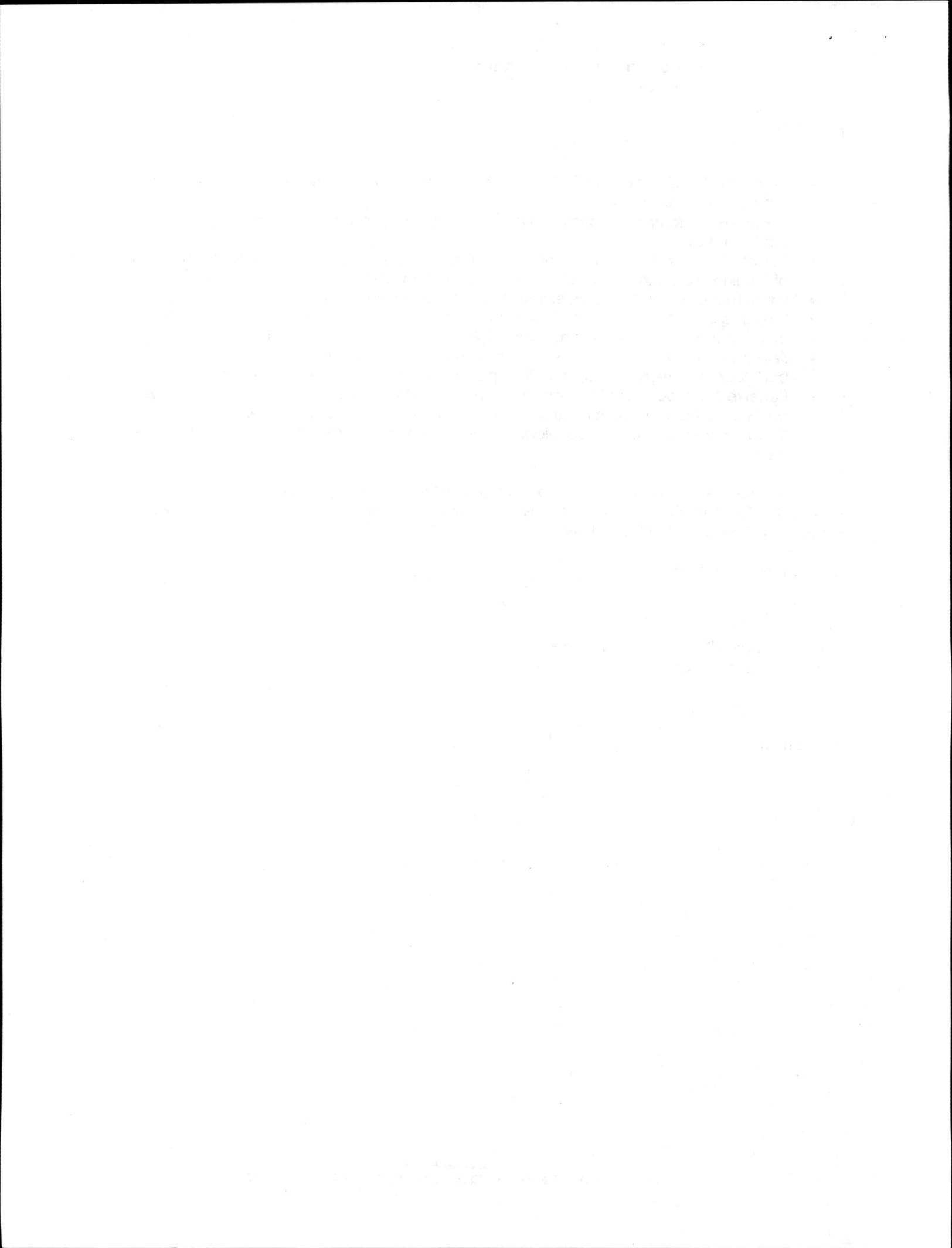
The Department would like to contract once again with the Center for Collaborative Education, in order to allow them to continue with the development of the system. They have provided exceptional service to the Department.

Respectfully submitted,



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

VMB:sm:emr



Subject: Development of a State-Wide Performance Assessment System

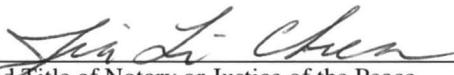
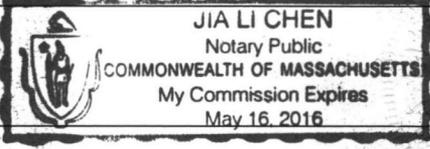
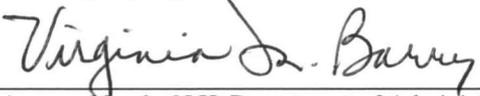
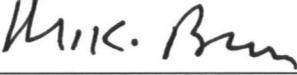
FORM NUMBER P-37 (version 1/09)

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 Center for Collaborative Education Boston MA		1.4 Contractor Address 33 Harrison Avenue, 6th Floor, Boston, MA 02111	
1.5 Contractor Phone Number 617-421-0134	1.6 Account Number see Exhibit B	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$450,000.00
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 Dan French, Executive Director	
1.13 Acknowledgement: State of MA, County of Suffolk On 6/6/13, 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			
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: 6/24/13			
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.

Contractor Initials DA
Date 6/6/13

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials **DF**
Date **6/6/13**

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

EXHIBIT A

SCOPE OF SERVICES

The Center for Collaborative Education Boston MA (CCE) will provide the following services to the New Hampshire Department of Education (NHDOE) beginning July 1, 2013 or the date of Governor and Council approval, whichever is later, through June 30, 2014:

Develop Statewide K-12 Competencies in Science, Social Studies, and the Arts

The proposed performance assessment system will be aligned with the Common Core. The first step in ensuring that this occurs is to develop Common Core-aligned competencies for the five major academic disciplines. In Year One, competencies were developed and approved for English language arts and mathematics. During FY 2014, CCE and NCIEA will convene committees for science and the arts to develop competencies in these disciplines for state board of education approval. The science competencies will be aligned to the Next Generation science standards, the Common Core mathematics standards, and other state and national standards, while the arts competencies will be aligned to the new National Coalition for Core Arts Standards (upon release) and other state and national standards. The competencies of both disciplines will be aligned with the Common Core literacy standards. CCE and NCIEA will work with NHDOE to bring the developed competencies to the state board of education to be discussed and adopted.

Recruit, Select, and Launch Cohort 2, a Group of 20 High School/District Teams, and Cohort 3, a Group of 20 K-8 School/District Teams, and Provide Each Cohort with a Five-Day Institute in Assessment Literacy, Task Validation, and Scoring Calibration Training

A group of 20 high school/district teams and a second group of 20 K-8 school/district teams will be selected to participate in a five-day institute that will include the following:

- Building assessment literacy, which will include introduction to the Quality Performance Assessment Framework of (1) Quality aligned instruction (e.g., Common Core-aligned with an emphasis on complex thinking), (2) Quality assessment task design (e.g., that measures complex skills, sets clear criteria of performance, has aligned rubrics), and (3) Quality assessment data analysis (e.g., training in scoring calibration, psychometric analyses of reliability and validity, disaggregation by subgroups)
- Task validation, including the process, guidelines, tools, and rubrics for the design and administration of common and locally developed performance assessment tasks in each discipline and grade span
- Performance task administration and use of data, including how to administer the common performance assessment tasks
- Scoring calibration that builds strong inter-rater reliability in scoring. Regional scoring sessions will be conducted with teacher leaders from each district and school to increase inter-rater reliability and ensure consistency in scoring across districts. High school team members will use the scoring protocols and data on scored papers in leading calibration scoring sessions at the local level.

School teams in each cohort will be expected to design at least one complete performance task to submit to the NH Performance Assessment Network for consideration for inclusion in the state web-based bank of performance tasks.

Provide Cohort 1 School/District Teams with Year 2 Follow-Up Support

Cohort 1 will continue to receive support, including the following activities:

- Two-three Cohort 1 institute days on scoring calibration and local assessment task validation
- Session for school administrators on leading performance assessment initiatives in their schools
- Facilitated visits to schools with more fully developed PA systems (e.g. Rochester)
- Practitioner assessment experts will be available to work with districts and schools under CCE's guidance

Develop the New Hampshire Performance Assessment Network Website with Validated Performance Tasks and Other Resources

CCE, with NCIEA's guidance, will facilitate a process to develop a set of validated common performance assessment (PA) tasks - with accompanying process, guidelines, tools, rubric, student work anchors, and data reporting - in the core NH disciplines, and at each of the three grade spans (K-5, 6-8, 9-12). Each PA task will be constructed so that they are aligned to the state competencies, and can be curriculum-embedded and administered in defined windows of time in local districts. All tasks will be multi-step assignments that usually take place over more than one class period, with all student work on the tasks remaining in class through completion of the task. Tasks will be validated via the collection and evaluation of evidence gathered through a field test of Cohort districts in spring 2013. All tasks will be loaded onto the NH Performance Assessment Network website. Tasks will be sorted by discipline, grade span, length of task, and standardized vs. task shells which enable student choice.

In addition, the following resources will be developed, collected, and added to the website:

- Sample local, validated PA tasks, with rubrics, proof of alignment, and student work anchors
- Examples of how to embed common performance tasks into the local curriculum
- Case studies of NH districts that are further ahead in adopting and implementing competencies and performance assessment systems
- Professional development modules on creating, administering, and scoring PA tasks
- Scoring protocols and instructions
- A process for using PA student scores to improve instruction and curriculum
- Guidelines, steps, and protocols for creating and validating school-based PA tasks with technical quality
- Examples of competency-based report cards and reporting to parents and the public
- Models of analyzing data to identify learning patterns and gaps

- Models of common planning time for QPA discussions within disciplines and grade-level.

This website will be continually updated as new resources become available.

Support Cohort 1 Performance Assessment Experts and Recruit, Select, and Train Cohort 2 Performance Assessment Experts, and Guide Their Assistance to Cohort 1-3 Schools and Districts

By the end of June 2013, CCE with assistance from NCIEA will have selected and begun training the first cohort of 20 practitioner "assessment experts" in quality performance assessment. Additional training will be provided in FY 2014 to this cohort to build their capacity to conduct regional and local calibration scoring and assessment task validation sessions. All certified practitioner assessment experts will be provided with a stipend and be expected to provide approximately 50 hours of performance assessment support to local schools and districts. A virtual network system will be set up to enable ongoing communication with and among the practitioner assessment experts, and regional meetings of the certified assessment experts will occur several times during the year.

Collaborate with NHDOE to Address Policy Issues Related to Designing a Performance Assessment Component to the State Student Assessment System

CCE and NCIEA will work with NHDOE to address the various policy topics that will need to be addressed in developing a performance assessment component to the state's student assessment system. This work will include:

- Develop a technical manual, based on the approved NHDOE Performance Assessment Framework, that outlines the technical and implementation considerations for common and local performance assessment systems, that discusses the technical considerations for such topics as:
 - Intended use for accountability purposes
 - Design principles and task specifications
 - Technical quality requirements and task validation process
 - Balance of common and local performance tasks
 - Process for scoring calibration
 - Number of tasks per discipline and grade to ensure validity
 - Process for statewide implementation
- Develop a field guide for district and school educators that integrates the Framework and technical manual into user-friendly language that educators can use as a guide in implementing performance assessment systems at the local level
- Develop a formal intersection with educator evaluation
- Determine the formal intersection with Smarter Balance in a state student assessment system

Recruit and Select Cohorts 4-6 for FY 2015

CCE will select Cohort 4 (high schools) and Cohorts 5-6 (K-8 schools), with 20 school-district teams in each cohort, in the spring of 2014 for start-up in summer 2014.

**EXHIBIT B
BUDGET**

Proposed Budget for FY 2014

Category	Amount
CCE Staff: 189 days \$1,350/day	\$255,150
NCIEA Subcontract: 70 days X \$1,600/day	\$112,000
QPA Institutes: Five days of institute spread across the fiscal year X 100 participants (schools teams plus NHDOE/CCE/NCIEA staff) X \$45/person for breakfast, lunch, and space X 2 Cohorts (Cohort 2 - K-8 & Cohort 3 - high schools) = \$45,000; Two days of institute during the school year for Cohort 1 x 75 participants x \$45/person = \$6,750	\$51,750
Materials: 240 QPA guides X \$25/guide = \$6,000 General materials for state-wide training = \$2,950	\$8,950
Travel: CCE: Includes mileage to and from CCE's offices in Boston, as well as hotel and food costs for overnight stays	\$13,713
Travel: NCIEA: Includes airfare and rental cars for Jeri Thompson, mileage to and from offices, and hotel and food costs for overnight stays	\$8,437
TOTAL	\$450,000

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 \$450,000.00.

Funding Source: Funding for this contract is 100% Federal Funds from the following accounts:

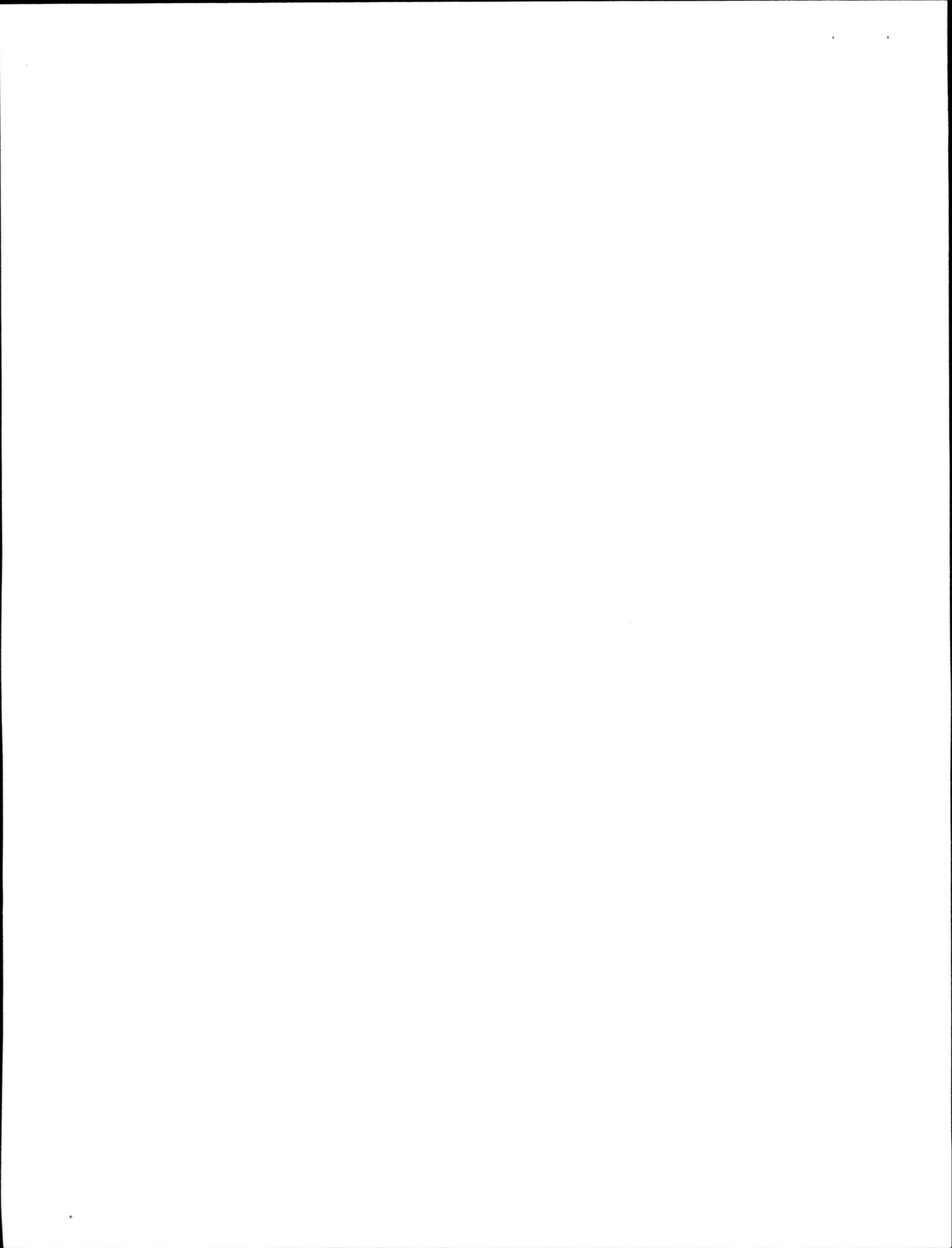
06-56-56-562010-64220000-102 (object code 500731) FY 14: \$200,000.00
 06-56-56-562010-32790000-102 (object code 500731) FY 14: \$250,000.00

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

Exhibit C

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



CERTIFICATE

(Corporation Without Seal)

I Joe dello Russo, Treasurer of the Center for Collaborative Education, do hereby certify that: (1) I am the duly elected and acting Treasurer of the Center for Collaborative Education Massachusetts corporation (the "Corporation"); (2) I maintain and have custody and am familiar (State of incorporation) with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 14 day of April 1997, which meeting was duly held in accordance with Massachusetts law and (State of incorporation)

the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Education, providing for the performance by the Corporation of certain services, and that the President (and Vice President) (and the Treasurer) (and the Executive Director) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

(5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; (6) the following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below:

Jim Darr President
Joe dello Russo Treasurer
Dan French Executive Director

and; (7) the corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the Corporation this 13 day of June, 2013

Joe dello Russo
Treasurer

STATE OF Mass
COUNTY OF Suffolk

On this the 13 day of June, 2013, before me, Jia Li Chen, the undersigned, personally appeared Joe dello Russo, who acknowledged her/himself to be the Treasurer of Center for Collaborative Education corporation, and that she/he as such

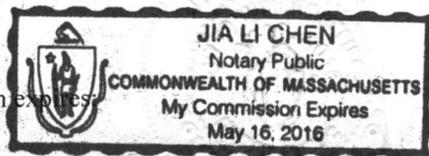
Treasurer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Treasurer.

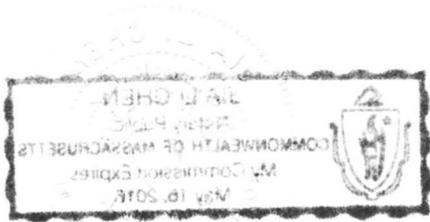
IN WITNESS WHEREOF I hereunto set my hand and official seal.

(SEAL)

Jia Li Chen
Notary Public/Justice of the Peace

My Commission Expires





State of New Hampshire

Department of State

CERTIFICATE

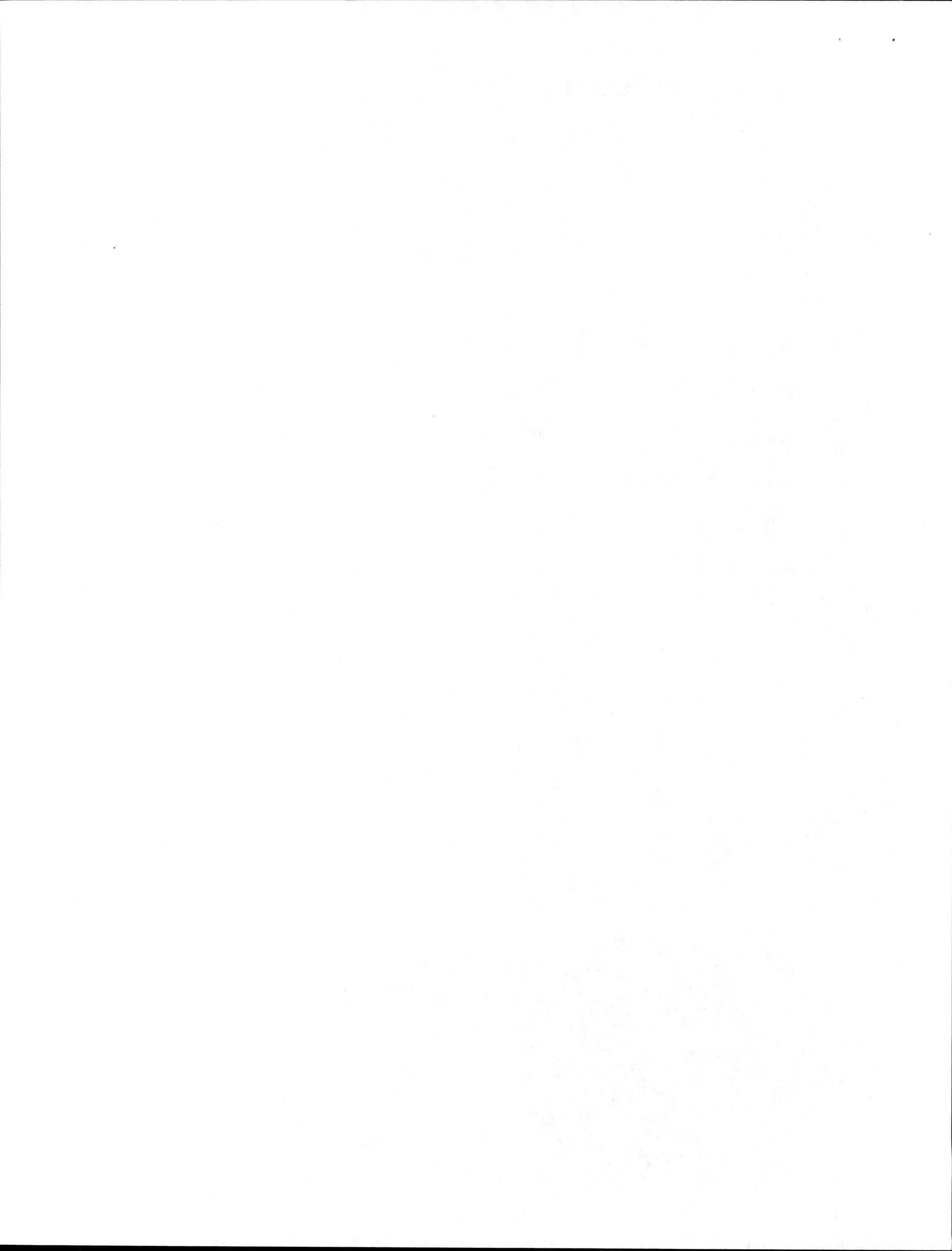
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Center for Collaborative Education, doing business in New Hampshire as Center for Collaborative Education Boston MA, a(n) Massachusetts nonprofit corporation, registered to do business in New Hampshire on October 31, 2012. I further certify that it is in good standing as far as this office is concerned, having 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 6th day of June, A.D. 2013

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

William M. Gardner
Secretary of State





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/6/2013

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 Cleary Insurance, Inc. 226 Causeway Street Boston MA 02114-2155	CONTACT NAME: Harriet Hoffmann PHONE (A/C No. Ext): (617) 723-0700 E-MAIL ADDRESS: hhoffmann@clearyinsurance.com PRODUCER CUSTOMER ID#: 00007254	FAX (A/C No.): (617) 723-7275
	INSURER(S) AFFORDING COVERAGE	
INSURED CENTER FOR COLLABORATIVE EDUCATION METRO 33 HARRISON AVE FL 6 Suite 490 BOSTON MA 02111	INSURER A: Hartford Casualty Insurance Co	NAIC # 29424
	INSURER B: NorGUARD Insurance Company	NAIC # 31470
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

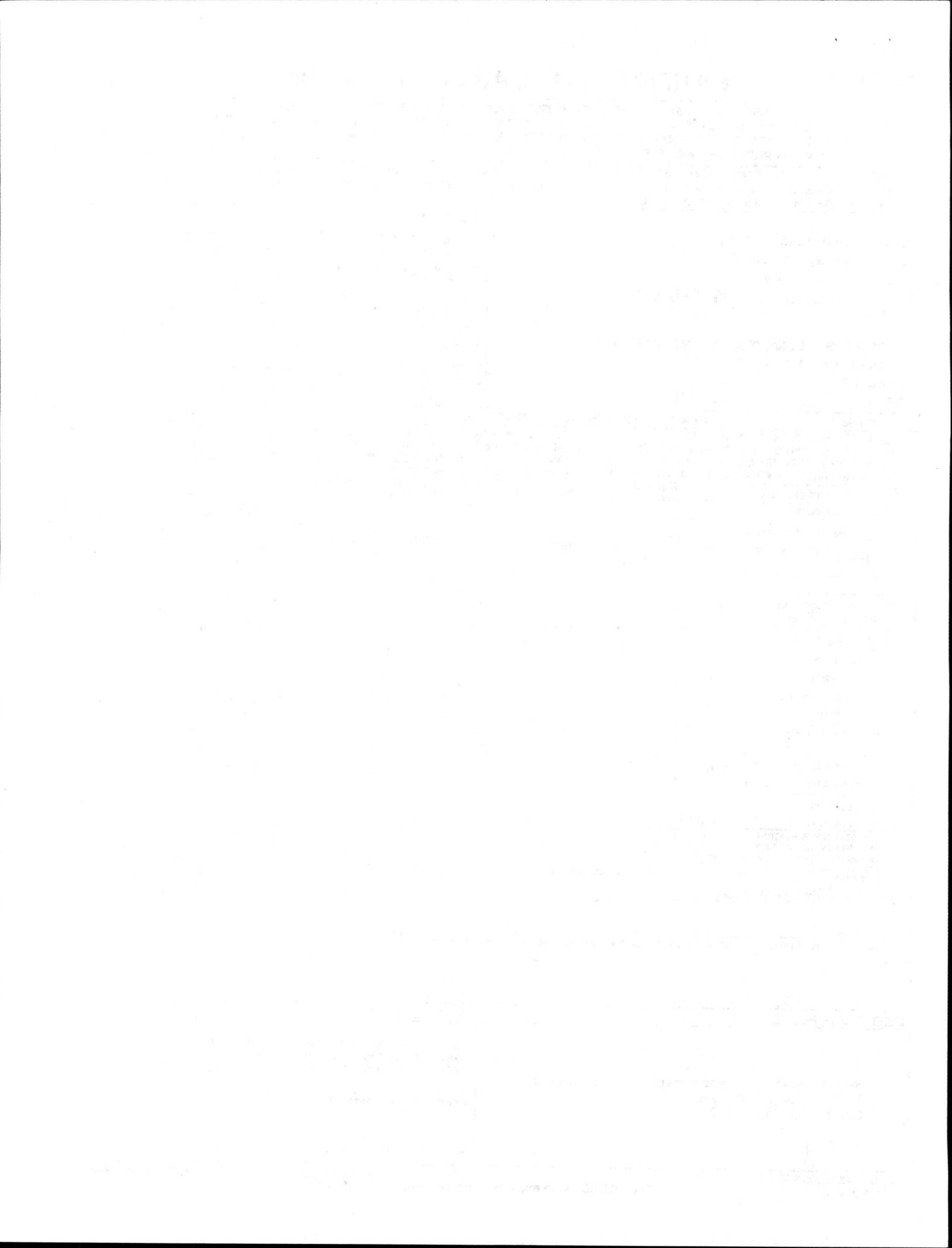
COVERAGES	CERTIFICATE NUMBER: CL1352112466	REVISION NUMBER:
------------------	---	-------------------------

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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			08SBAUK0982	12/20/2012	12/20/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPIOP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CEWC357371	8/23/2012	8/23/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

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 Harriet Hoffmann/HFH <i>Harriet J. Hoffmann</i>



APPENDIX A

Key Personnel

Dan French
Laurie A. Gagnon
Helena P. Miranda
Scott F. Marion
Karin Hess



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

October 31, 2012

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

REQUESTED ACTION

1. Authorize the Department of Education to enter into a contract with the Center for Collaborative Education, Boston, MA (vendor code 228846), to take the lead in the development of a statewide performance assessment system for New Hampshire students. This contract will be in effect from the date of Governor and Council approval through June 30, 2013, in an amount not to exceed \$375,000. Source of funds 100% Federal Funds.

Funding for this request is available as follows:

Account Numbers

06-56-56-562010-64220000-102 (object code 500731)	FY13: \$187,500.00
06-56-56-562020-32790000-102 (object code 500731)	FY13: \$187,500.00

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 on both the Department's website and in the Manchester Union Leader with a deadline for receipt of September 7, 2012. The Department was seeking technical assistance and support in the development of a statewide performance assessment system for New Hampshire students. This system will be one component of a multi-assessment system and will be founded upon the following constructs:

FOR INFORMATION ONLY

G & C Letter # _____
G & C Date 11-14-12
APPROVED:
Page # 136A
Item # _____

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

Approved
11/14/12
Log 50-13

His Excellency Governor John H. Lynch
and the Honorable Council
October 31, 2012

1. New Hampshire's Student Assessment System should promote and measure the knowledge, skills, and dispositions that lead students to graduate from high schools college- and career-ready;
2. The System should promote and measure deeper learning;
3. The System should build the capacity of educators to lead best practices in performance assessment at the local levels;
4. Accountability Systems should be built upon a foundation of strong student assessment systems; and
5. State Student Assessment Systems should apply to all districts, schools, and students.

The Center for Collaborative Education has 17 years of experience in supporting the creation of high performing, innovative schools that promote the use of performance assessments as a driver of authentic student learning. This work has included assisting schools to develop standards-aligned competencies, creating rubrics and scoring criteria, constructing performance assessment tasks, and designing performance assessment reviews. In 2008, with support from the Nellie Mae Education Foundation, CCE launched the Quality Performance Assessments initiative, designed to demonstrate that performance assessments with technical quality could be created and embedded within school, district, and state student assessment systems. CCE has worked closely with our neighboring New England states to create and implement quality performance assessments in alignment with student accountability systems. CCE's staff is comprised of experienced educators (former principals, administrators, and teacher leaders) who are trained in assisting schools and districts in strengthening assessment practices and policies.

Only one proposal was received. It was reviewed and rated by an evaluation team consisting of an Education Consultant for the Bureau of Integrated Programs, the Supervisor of the Office of Guidance and Psychology, and a Program Specialist from the Bureau of Accountability. Attached is a rubric with scores based on this review. The team recommended this organization.

Respectfully submitted,



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

VMB:dc:emr

DEVELOPMENT OF A STATE-WIDE PERFORMANCE ASSESSMENT SYSTEM

Scoring Rubric

NAME	A detailed statement, including curricula vitae and references, that describes the bidder's professional qualifications and experience <i>(zero to 30 points)</i>	A detailed budget and justification related to the proposed bidder's services <i>(zero to 30 points)</i>	A narrative, which addresses the responsibilities, as outlined in the Services to be Provided, describing the bidder's related experience; insights, proposed approach and projected number of days required for identified tasks <i>(zero to 40 points)</i>	Total <i>(Out of 100)</i>	Proposal \$ Amount
Center for Collaborative Education Boston MA	25	26	35	86	\$375,000.00

The committee members responsible for the review of the proposal include the following individuals: Kathryn Nichol, Education Consultant, Bureau of Integrated Programs; Mariane Giroerer, Supervisor, Office of Guidance and Psychology; Jennifer Rainie, Program Specialist, Bureau of Accountability.

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 grants.

Subject:

Development of a State-Wide Performance Assessment System

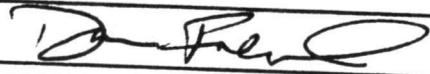
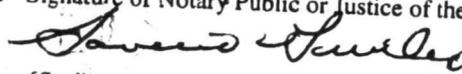
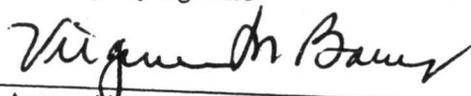
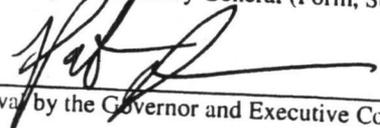
FORM NUMBER P-37 (version 1/09)

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 Center for Collaborative Education Boston MA		1.4 Contractor Address 33 Harrison Avenue, 6th Floor, Boston, MA 02111	
1.5 Contractor Phone Number 617-421-0134	1.6 Account Number see Exhibit B	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$375,000.00
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 Dan French, Executive Director	
1.13 Acknowledgement: State of <u>MASSACHUSETTS</u> County of <u>SUFFOLK</u> On <u>10/31/2012</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]			
1.13.2 Name and Title of Notary or Justice of the Peace SAVERIO GIURIEO			
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>11/2/12</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

DF
10/31/12