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Commissioner of Education
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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

July 22, 2014

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

REQUESTED ACTION

1. Authorize the Department of Education, Division of Educational Improvement to contract with The National Center for the Improvement of Educational Assessment, Inc., Dover, NH (vendor code 158509), in an amount not to exceed \$208,090.00 for the period effective August 5, 2014 or the date of Governor and Council approval, whichever is later, through June 30, 2015, to serve the department as a technical advisor for the assessment and accountability program and initiatives. 100% Federal Funds

Funding is available in the account entitled State Assessment as follows:

	<u>FY 15</u>
06-56-56-562010-64220000-102-500731 Contracts for Program Services	\$208,090.00

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.

EXPLANATION

A Request for Proposals was posted on the department website on June 5, 2014 with a deadline for receipt of June 20, 2014. The Department was seeking an individual or organization to serve as a technical advisor for the assessment and accountability program and initiatives. This would include the department's transition to the Smarter Balanced Assessment, the Educator Evaluation System and next generation accountability models.

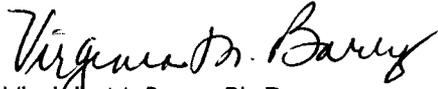
Only one proposal was received. It was reviewed and rated, using the attached scoring rubric, by an evaluation team consisting of the Director, Division of Educational Improvement and the Administrator, Bureau of Accountability and Assessment. Both recommended this organization.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
July 22, 2014
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The Center has been providing technical assistance and support to the department in various initiatives for some time and has done a tremendous job in all areas. We respectfully request that we be able to continue this partnership as we move forward with a new assessment and strengthen our accountability systems.

In the event Federal Funds no longer become available, General Funds will not be requested to support this program.

Respectfully submitted,

A handwritten signature in cursive script that reads "Virginia M. Barry".

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

VMB:hg:emr

ASSESSMENT AND ACCOUNTABILITY TECHNICAL ADVISOR

Contractual Services

Scoring Rubric

NAME	A detailed statement, including curricula vitae and references, that describes the bidder's professional qualifications and experience.	A detailed budget and justification related to the proposed bidder's services.	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.	Total
National Center for the Improvement of Educational Assessment, Inc.	(zero to 30 points) 30	(zero to 30 points) 30	(zero to 40 points) 38	(100 pts.) 98

Please add comments as necessary to explain the score provided.

- No further comments.

The people responsible for the review of the proposal include the following individuals: Heather Gage, Director, Division of Educational Improvement and Scott Manite, PhD, Administrator, Bureau of Accountability and Assessment

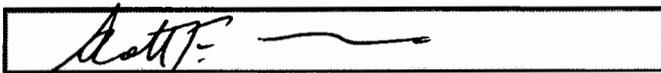
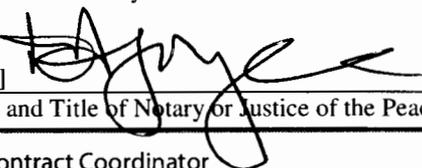
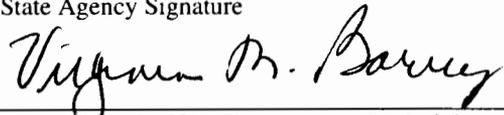
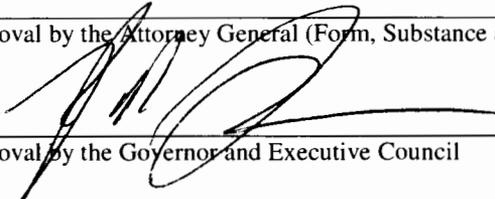
The role of the reviewers was advisory in nature. The reviewers scored the application and provided recommendations to the Commissioner of Education. The Commissioner of Education reviews the information provided and makes the final decision to bring forward for G&C approval.

Subject: NH DOE Assessment and Accountability Technical Advisor FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>NH State Department of Education</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>National Ctr. for the Improvement of Educational Assessment</u>		1.4 Contractor Address <u>31 Mount Vernon Street Dover, NH 03820</u>	
1.5 Contractor Phone Number <u>603-516-7900</u>	1.6 Account Number <u>see Exhibit B</u>	1.7 Completion Date <u>June 30, 2015</u>	1.8 Price Limitation <u>\$208,090.00</u>
1.9 Contracting Officer for State Agency <u>Scott J. Mantie, Administrator, Bureau of Accountability & Ass</u>		1.10 State Agency Telephone Number <u>603-271-3844</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Scott Marion, Vice President</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Sherburne</u> On <u>7/10/14</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 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 <u>Erin Joyce, Contract Coordinator</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Virginia M. Barry, Ph.D., Commissioner of Education</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>7/23/14</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.

Contractor Initials 
Date 7/10/14

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A
SCOPE OF SERVICES

The National Center for the Improvement of Educational Assessment, Inc. will provide the following services to the New Hampshire Department of Education beginning August 5, 2014 or the date of Governor and Council approval, whichever is later, through June 30, 2015:

- Assisting with transitioning the NH DOE's accountability indicators from the present NECAP to the Smarter Balanced Assessment System;
- Designing a valid "next generation" accountability model framework and providing technical assistance to pilot districts;
- Facilitating the Accountability Task Force including assistance with agenda setting, minutes development and thought-partnership;
- Providing technical assistance with the next ESEA Flexibility Waiver;
- Providing technical assistance in identifying valid and reliable measures for educator evaluations; preparing key guidance documents for educators regarding these measures;
- Preparing a report that compares student growth percentiles with educator evaluation rankings (aggregated at the school level); and
- Guiding the NH DOE in collecting and analyzing data to refine the NH Assessment and Accountability Systems (including the educator evaluation models)

Assisting with Transitioning the NH DOE's Accountability Indicators from the Present NECAP to the Smarter Balanced Assessment System

The Center for Assessment will work with the NH DOE to create a plan for transitioning its accountability indicators, especially the Student Growth Percentile (SGP) model results, from NECAP to the Smarter Balanced assessment system, which includes deciding how calculations will be done and results will be used.

This work will require **eight (8) professional days**.

Designing a Valid "Next Generation" Accountability Model Framework and Providing Technical Assistance to Pilot Districts

Considerable work has already started in moving to a next generation accountability pilot system. The following aspects of work remain to be done:

- Further conceptualizing the Accountability 3.0 framework,
- Designing the Accountability 3.0 pilot, including application materials, and peer review criteria and process guidelines, and

- Providing technical support to pilot districts in terms of designing local accountability systems, designing local assessment systems, and implementing the local assessment and accountability systems

Technical assistance will involve working closely with pilot districts to define their goals, craft theories of action, design and/or select appropriate assessments and assessment systems, design local evaluation metrics, and strategize most appropriate implementation strategies.

This work will require **ten (10) professional days**.

Facilitating the Accountability Task Force including Assistance with Agenda Setting, Minutes Development and Thought-Partnership

The Center for Assessment will provide facilitation and technical assistance to the Accountability Task Force. Generally, there are eight (8) Advisory Committee meetings each year and each meeting requires approximately 1.5 days of labor to prepare the agenda, materials for the meeting, and facilitate each meeting.

This task will require **twelve (12) days** during the contract period.

Providing Technical Assistance with the Next ESEA Flexibility Waiver

The Center for Assessment will assist the NH DOE on the design and implementation of the State's revised application for a waiver to the No Child Left Behind Act (NCLB). This task includes providing support to the NH DOE in producing an actual waiver application with all of the necessary documentation. Further, this will also include supporting NH DOE in conversations with the U.S. Department of Education (USED) and perhaps CCSSO in producing the necessary materials, and supporting the NH DOE in negotiations with the USED. This task will involve conceptualizing the entire plan, writing specific technical sections, helping to review the entire application, and strategizing with the NH DOE to finalize the waiver.

This task will require **twenty (20) days** during the contract period.

Providing Technical Assistance in Identifying Valid and Reliable Measures for Educator Evaluations; Preparing Key Guidance Documents for Educators Regarding These Measures

The Center for Assessment will assist the NH DOE in supporting the implementation of the educator evaluation system and will guide the NH DOE in collecting and analyzing appropriate data in order to best refine the system. The contractor will work through the NH State Collaborative for Educator Effectiveness (SCEE) team by providing technical advice to help inform key policy and implementation decisions regarding educator evaluation in NH.

The Center for Assessment will work with the NH DOE in preparing regulatory language should the need exist and will take the lead on preparing the following key guidance documents:

1. Student Learning Objectives (SLO) Implementation Guidance,

2. Guidance for incorporating measures of student learning, including SLO and student growth percentiles (SGP) in educator evaluations, and
3. Combining multiple measures: How to combine various indicators and measures to arrive at overall educator effectiveness ratings.

Additionally, the Center for Assessment will provide support for statewide efforts to build significant local expertise around SLO design, development, and implementation. The contractor will coordinate this work with the SCEE team and the recently created NEA professional network for building SLO capacity in NH.

The activities associated with this task will require **thirty (30) professional days**.

Preparing a Report that Compares Student Growth Percentiles with Educator Evaluation Rankings (aggregated at the school level)

The Center for Assessment will capitalize on similar work in other states in designing professional development modules for understanding and using SGPs and for creating policy documents for appropriate usage of SGPs in educator evaluation systems. The work associated with this task will involve conducting teacher-level SGP analyses and crafting a digital professional development module to help stakeholders understand the opportunities and cautions with using SGPs in educator evaluation systems.

This task will require **fifteen (15) professional days**.

Guiding the NH DOE in Collecting and Analyzing Data to Refine the NH Assessment and Accountability Systems (including the educator evaluation models)

The Center for Assessment will be available to the NH DOE for technical advice and support throughout the contract period, including being available for legislative and state board testimony as needed. This work will be directed by the Commissioner and Deputy Commissioner.

Additionally, the Center for Assessment will work with the NH DOE assessment and accountability leadership to design high priority analyses to determine the degree to which the school and educator evaluation systems are working as intended. The specific analyses associated with this task will have to be determined in association with NH DOE accountability leadership as well as the advice of the Accountability Task Force. The Center will help design the analyses, conduct limited analyses, and work with NH DOE to use the results of the analyses to refine existing accountability systems.

This component will require **fifteen (15) professional days**.

**EXHIBIT B
BUDGET**

Task	Professional Days¹	Expenses²	Cost
Assisting with transitioning the NH DOE's accountability indicators from the present NECAP to the Smarter Balanced Assessment System	8	1	\$15,080.00
Designing a valid "next generation" accountability model framework and providing technical assistance to pilot districts	10	2	\$18,910.00
Facilitating the Accountability Task Force including assistance with agenda setting, minutes development and thought-partnership	12	8	\$23,140.00
Providing technical assistance with the next ESEA Flexibility Waiver	20	3	\$37,740.00
Providing technical assistance in identifying valid and reliable measures for educator evaluations; preparing key guidance documents for educators regarding these measures;	30	3	\$56,490.00
Preparing a report that compares student growth percentiles with educator evaluation rankings (aggregated at the school level)	15	3	\$28,365.00
Guiding the NH DOE in collecting and analyzing data to refine the NH Assessment and Accountability Systems (including the educator evaluation models).	15	3	\$28,365.00
Total	110	23	\$208,090.00

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 \$208,090.00.

Funding Source: Funding for this contract is 100% Federal Funds from the account entitled State Assessment as follows:

06-56-56-562010-64220000-102-500731

FY 15: \$208,090.00

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

¹ Daily rates are as follows: Scott Marion = \$1900/day; Damian Betebenner = \$1800/day; Jeri Thompson = \$1700/day and an average daily rate of \$1875/day was used to estimate costs since Dr. Marion will be doing the majority of the work for this contract.

² Expenses are essentially travel expenses for mileage between Rye and Concord (i.e., mileage, tools, food = approximately \$80/trip) and the number of trips associated with each task are reflected in the cells.

Exhibit C

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

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The National Center for The Improvement of Educational Assessment is a New Hampshire nonprofit corporation formed August 12, 1998. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of July A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Brian Gong, President of The National Center for the Improvement of Educational Assessment, Inc. do hereby certify that:

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

Brian Gong	President
Scott Marion	Vice President
Richard Hill	Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Corporation this 10th day of July 2014.

Brian Gong
President

(Corporate Seal if any)

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

STATE OF NEW HAMPSHIRE

COUNTY OF STRAFFORD

On July 10th 2014, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the President of the corporation identified in the foregoing certificate, and acknowledged that he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal



Erin A. Boyce
Notary Public/Justice of the Peace



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/13/14

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

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

COVERAGES **CERTIFICATE NUMBER:** 826466 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				7/1/2014	7/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 All worksite employees working for the above named client company, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. The above named client is an alternate employer under this policy.

CERTIFICATE HOLDER New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services, Inc of Florida</i>
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Key Personnel

Scott Marion, Ph.D.

Jeri Thompson, Ed.D.

Damian Betebenner, Ph.D.