



**State of New Mexico  
General Services Department  
Statewide Price Agreement**

**Awarded Vendor**  
0000014914  
NCS Pearson, Inc.  
2510 North Dodge Street  
Iowa City, IS 52245  
  
Telephone No. (319)339-6538

Contract Number: 40-000-13-00027

Payment Terms: See Contract

F.O.B.: See Contract

Delivery: See Contract

**Ship To:**  
All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public  
bodies allowed by law.

Procurement Specialist: Angelica Lopez

Telephone No.: (505) 827-0425

**Invoice:**  
Same as 'Ship To'

For questions regarding this contract please contact:  
Lynn Vasquez (505) 827-6702

Title: **PARCC Operational Assessments**

Term: **July 1, 2014 thru June 30, 2018**

**This Contract is made subject to the "terms and conditions" as indicated in the attached Contract.**

**Accepted for the State of New Mexico**

  
\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 05/01/2014

**State of New Mexico  
Information Technology**

Price Agreement  
Contract No. 14-924-P527-00304  
Price Agreement No. 40-000-13-00027

THIS Information Technology Agreement (“Agreement” or “Contract”) is made by and between the State of New Mexico, New Mexico Public Education Department, hereinafter referred to as the “Procuring Agency” and NCS Pearson, Inc., hereinafter referred to as the “Contractor” and collectively referred to as the “Parties”.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.*; and Procurement Code Regulations, NMAC 1.4.1 *et. seq.*; the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the **RFP# 40-000-13-00027**, The Partnership for Assessment of Readiness for College and Careers (PARCC) Operational Assessments, and the Contractor’s response to such document(s) are incorporated herein by reference; and

WHEREAS, this Agreement is available to entities both within the State of New Mexico as well as to entities outside the State of New Mexico, including other states.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

**ARTICLE 1 – DEFINITIONS**

- A. “Acceptance” or “Accepted” shall mean the approval, after Quality Assurance, of all Deliverables by an Executive Level Representative of the Procuring Agency.
- B. “Application Deployment Package” shall mean the centralized delivery of business critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.
- C. “Business Days” shall mean Monday through Friday, 8:00 a.m. (MST or MDT) to 5:00 p.m. except for federal or state holidays.
- D. “Change Request” shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.
- E. “Chief Information Officer (“CIO”)” shall mean the Cabinet Secretary/CIO of the Department of Information Technology for the State of New Mexico or Designated Representative.
- F. “Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential client information as such term is defined in State or Federal statutes and/or regulations;

- (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by the Procuring Agency or any other State agency as confidential, including all information designated as confidential under federal or state law or regulations; (5) unless publicly disclosed by the Procuring Agency or the State of New Mexico, the pricing, payments, and terms and conditions of this Agreement, and (6) State information that is utilized, received, or maintained by the Procuring Agency, the Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicly disclosed.
- G. "Contract Manager" shall mean a Qualified person from the Procuring Agency responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager shall be Lynn Vasquez or his/her Designated Representative.
- H. "Default" or "Breach" shall mean a violation of this Agreement by either failing to perform one's own contractual obligations or by interfering with another Party's performance of its obligations.
- I. "Deliverable" shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
- J. "Designated Representative" shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.
- K. "DoIT" shall mean the Department of Information Technology.
- L. "DFA" shall mean the Department of Finance and Administration; "DFA/CRB" shall mean the Department of Finance and Administration, Contracts Review Bureau.
- M. "Escrow" shall mean a legal document (such as the software source code) delivered by the Contractor into the hands of a third party, and to be held by that party until the performance of a condition is Accepted; in the event Contractor fails to perform, the Procuring Agency receives the legal document, in this case, Source Code.
- N. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error correction.
- O. "Executive Level Representative" shall mean the individual empowered with the authority to represent and make decisions on behalf of the Procuring Agency's executives or his/her Designated Representative.
- P. "GRT" shall mean New Mexico gross receipts tax.
- Q. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement.
- R. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a Project and the Project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the Procuring Agency.
- S. "Know How" shall mean all technical information and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing,

- relating or causing the enablement of any Intellectual Property developed under this Agreement.
- T. "Payment Invoice" shall mean a detailed, certified and written request for payment of Services by and rendered from the Contractor to the Procuring Agency. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted.
- U. "Performance Bond" shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.
- V. "Project" shall mean a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The Project terminates once the Project scope is achieved and the Project approval is given by the Executive Level Representative and verified by the Procuring Agency CIO to the DoIT. If applicable, under the terms of this Agreement the Project is identified for any contracted work performed pursuant to this agreement.
- W. "Project Manager" shall mean a Qualified person from the Procuring Agency responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be identified for any contracted work performed pursuant to this agreement or his/her Designated Representative.
- X. "Qualified" means demonstrated experience performing activities and tasks with Projects.
- Y. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.
- Z. "Services" shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.
- AA. "State Purchasing Agent (SPA)" shall mean the State Purchasing Agent for the State of New Mexico or his/her Designated Representative.
- BB. "State Purchasing Division (SPD)" shall mean the State Purchasing Division of the General Services Department for the State of New Mexico.
- CC. "Software" shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.
- DD. "Software Maintenance" shall mean the set of activities which result in changes to the originally Accepted (baseline) product set. These changes consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline system.
- EE. "Source Code" shall mean the human-readable programming instructions organized into sets of files which represent the business logic for the application which might be easily read as text and subsequently edited, requiring compilation or interpretation into binary or machine-readable form before being directly useable by a computer.
- FF. "Turnover Plan" means the written plan developed by the Contractor and approved by the Procuring Agency in the event that the work described in this Agreement transfers to another vendor or the Procuring Agency.

## ARTICLE 2 – SCOPE OF WORK

- A. Scope of Work. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.
1. The Contractor shall be limited to the deliverables and related services, awarded in this Agreement as outlined in Exhibit A, attached hereto and incorporated herein by reference to include any future amendments. There are no volume or purchase commitments as to any specific dollar amount which will be contracted by the Procuring Agency or the State as a whole. The deliverables and related services in this Agreement must be available to the Procuring Agency should the Procuring Agency elect to make any purchases.
  2. During the term of the agreements, the Contractor may submit a request to update the awarded equipment and related services as new technology is introduced, updated or removed from the market. The Procuring Agency will evaluate requests and coordinate with the SPD contract administrator to update the agreement through a written amendment. The Contractor shall update any dedicated websites, price lists, catalogs, or other written form documented in the agreement to reflect the agreed upon changes by the Procuring Agency and the Contractor. Any pricing changes shall use the same pricing format that was used for the equipment with software and related services in this Agreement.
  3. The unit pricing of this Agreement shall not increase for the duration of the term of this agreement, unless there are mutually agreeable reasons by both Parties that would require renegotiation of existing service contracts and/or agreements as a result of changes to equipment such as adding new equipment or removing equipment. Any changes to the this Agreement to include pricing reductions shall be submitted to the Procuring Agency and SPD for review and approval and may be negotiated at any point throughout the duration of the agreement with the Procuring Agency. Contractor agrees not to provide rates to any customers ordering substantially similar products or services delivered by the contractor in the State of New Mexico that are not materially less than the rates provided to the procuring agency. Contractor agrees to amend rates and services to reflect the more beneficial offer.
- B. Performance Measures. The Contractor shall substantially perform to the satisfaction of the Procuring Agency the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the Procuring Agency may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the Procuring Agency of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the Procuring Agency from exercising its rights pursuant to Article 6 or Article 16.
- C. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit A, which due dates shall not be altered or waived by the Procuring Agency without prior written approval, through the Amendment process, as defined in Article 25.

- D. License. Contractor hereby grants Procuring Agency a non-exclusive, irrevocable, license to access the Pearson Platform and any and all updates, corrections and revisions as defined in Article 2 and Exhibit A, for the term of this Agreement. Procuring Agency understands and agrees that no software will be delivered or transferred to Procuring Agency under this Agreement.
- E. Source Code. Not Applicable. The Parties agree there is no Source Code.
- F. The Procuring Agency's Rights.
1. Rights to Software. Not Applicable. The Parties agree the Procuring Agency does not have rights to the Software
  2. Proprietary Rights. The Contractor will reproduce and include the State of New Mexico's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Deliverables.
  3. Rights to Data. Any and all data stored on the Contractor's servers or within the Contractors custody, in order to execute this Agreement, is the sole property of the Procuring Agency. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the Procuring Agency's data in any manner, or provide to any entity or person outside of the Procuring Agency without the express written authorization of the Procuring Agency.

### ARTICLE 3 - COMPENSATION

- A. Compensation Schedule. The Procuring Agency shall make payments to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, Attachment 6, and pursuant to the terms of Exhibit A Attachment 3, less retainage, if any, as identified in Paragraph D.
- B. Payment. The total compensation under this Agreement shall not exceed the cost to be paid for Deliverables and Related Services rendered, per the scheduled outline in Exhibit A, including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable according to Article 4 and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days

of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

- C. Taxes. The Contractor shall be reimbursed by the Procuring Agency for one half of the applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

- D. Retainage. The Procuring Agency shall retain 5% of the fixed-price Deliverable cost for each Deliverable that is the subject of this Agreement, per the schedule outlined in Exhibit A, Attachment 6, and pursuant to the terms of Exhibit A, Attachment 3, as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable on a quarterly basis, pursuant to the terms of Exhibit A, Attachment 6.
- E. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.
- F. Prompt Payment. In the event the Procuring Agency does not make payment to Contractor on time as provided under State law, interest will be computed at 1 1/2 % per month or fraction of a month and paid to Contractor beginning on the 22<sup>nd</sup> day after payment was due until payment is issued.

#### ARTICLE 4 – ACCEPTANCE

- A. Submission. Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the Procuring Agency. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Exhibit A, less retainage as set forth in Article 3(D).
- B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative,

in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

1. Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;
2. Complies with the terms and conditions of the RFP;
3. Meets the performance measures for the Deliverable(s) and this Agreement;
4. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
5. Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or their Designated Representative, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within 15 Business Days, unless a different Acceptance period is agreed to in writing by the parties, from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

- C. Rejection. Unless the Executive Level Representative gives notice of rejection within the fifteen (15) Business Day Acceptance period, the Deliverable will be deemed to have been Accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) Business Days to resubmit the Deliverable to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The Procuring Agency may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the Procuring Agency may terminate this Agreement.

#### **ARTICLE 5 – TERM**

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT AND THE STATE PURCHASING AGENT.

This Agreement shall terminate on **June 30, 2018**, unless terminated pursuant to Article 6. The Agreement shall be for four calendar years in duration. The contract term shall not exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

#### ARTICLE 6 – TERMINATION

- A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.
- B. Appropriations. By the Procuring Agency, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature for the performance of this Agreement. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency terminates this Agreement pursuant to this subsection, the Procuring Agency shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.
- C. Notice; Agency Opportunity to Cure.
1. Except as otherwise provided in Paragraph (3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
  2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
  3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.
- D. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE

AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

ARTICLE 7 – TERMINATION MANAGEMENT

- A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:
1. Transfer, deliver, and/or make readily available to the Procuring Agency property in which the Procuring Agency has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the Procuring Agency;
  2. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the Procuring Agency;
  3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the Procuring Agency may direct, for orderly completion and transition;
  4. Take such action as the Procuring Agency may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
  5. Agree that the Procuring Agency is not liable for any costs arising out of termination and that the Procuring Agency is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
  6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of Procuring Agency's programs;
  7. In the event that this Agreement is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the Procuring Agency's receipt of program funds from any governmental agency, the Contractor shall remit to the Procuring Agency the full amount of the reduction;
  8. Should this Agreement terminate due to the Contractor's Default, the Contractor shall reimburse the Procuring Agency for all costs arising from hiring new Contractor/subcontractors at potentially higher rates and for other costs incurred;
  9. In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall develop and submit to the Procuring Agency for approval an Agreement Turnover Plan at least ten (10) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor's policies and procedures that will ensure: (1) the least disruption in the delivery of Services during the transition to a substitute vendor; and (2) cooperation with the Procuring Agency and the substitute vendor in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of completed or partially completed Deliverables, Procuring Agency Intellectual Property and Know-How, whether provided by the Procuring Agency or created by the Contractor under this Agreement, to the Procuring Agency. At the request of the Procuring Agency, the Contractor shall provide to the Procuring Agency a copy

of the Deliverables, whether provided by the Procuring Agency or created by the Contractor under this Agreement.

- B. Procuring Agency. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Procuring Agency shall:
1. Retain ownership of all work products and documentation created pursuant to this Agreement; and
  2. Pay the Contractor all amounts due for Services Accepted prior to the effective date of such termination or expiration.

### **ARTICLE 8 – INDEMNIFICATION**

- A. General. The Contractor shall defend, indemnify and hold harmless the Procuring Agency, the State of New Mexico and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, during the time when the Contractor, its officer, agent, employee, servant or subcontractor thereof has or is performing Services pursuant to this Agreement. In the event that any action, suit or proceeding related to the Services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) Business Days after it receives notice thereof, notify, by certified mail, the legal counsel of the Procuring Agency, the Risk Management Division of the New Mexico General Services Department, and the DoIT.
- B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the Procuring Agency, as necessary, to satisfy any outstanding claim that the Procuring Agency may have against the Contractor.

### **ARTICLE 9 – INTELLECTUAL PROPERTY**

- A. Contractor Intellectual Property: Contractor retains all rights to software and systems used by Contractor in performing services under this agreement. Regardless of any language herein to the contrary, Contractor retains all rights and is not required to deliver any trademarks, trade secrets, know-how (patentable or otherwise) whether or not pre-existing this agreement or originating as a result of the services provided under this agreement.

B. Procuring Agency Intellectual Property: Procuring Agency shall own all test-related content delivered under this agreement, including but not limited to: test items and other test content such as test booklets, test forms, answer documents, scoring guides, scoring keys and materials, training materials, technical manuals, tutorial content, student response data and score files, score interpretation guide content, student reports, draft and final study reports. Procuring Agency specifically will not receive any rights to Contractor Intellectual Property, other than access rights necessary to receive services from Contractor under this Agreement. Except for Contractor Intellectual Property, any and all Intellectual Property, including but not limited to copyright, patentable inventions, patents, trademarks, trade names, service marks, and/or trade secrets created or conceived pursuant to, or as a result of, performance of this Agreement in the development of the assessment, shall be work made for hire and the Procuring Agency shall be considered the creator and owner of such Intellectual Property. Any and all Know How created or conceived pursuant to, or as a result of, performance of this Agreement in the development of the assessment, shall be work made for hire and the Procuring Agency shall be considered the creator and owner of such Know How. The Procuring Agency shall own the entire right, title and interest to the Intellectual Property and Know How worldwide, and, other than in the performance of this Agreement, the Contractor, subcontractor(s), officers, agents and assigns shall not make use of, or disclose the Intellectual Property and Know How to any entity or person outside of the Procuring Agency without the express written authorization of the Procuring Agency. Contractor shall notify the Procuring Agency, within fifteen (15) Business Days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure that ownership of the Intellectual Property vests in the Procuring Agency and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Procuring Agency. If, by judgment of a court of competent jurisdiction, Intellectual Property or Know How are not deemed to be created or owned by the Procuring Agency, Contractor hereby acknowledges and agrees to grant to the Procuring Agency and the State of New Mexico, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How.

#### **ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION**

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the Procuring Agency, the State of New Mexico and/or any other State of New Mexico body against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the Procuring Agency based upon Contractor's trade secret infringement relating to any product or Services provided under this Agreement, the Contractor agrees to reimburse the Procuring Agency for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Procuring Agency shall:

1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
  2. Work with the Contractor to control the defense and settlement of the claim; and
  3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.
- B. Procuring Agency Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:
1. Provide the Procuring Agency the right to continue using the product or service and fully indemnify the Procuring Agency against all claims that may arise out of the Procuring Agency's use of the product or service;
  2. Replace or modify the product or service so that it becomes non-infringing; or
  3. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the Procuring Agency to the extent such modification is the cause of the claim.

#### **ARTICLE 11 - WARRANTIES**

- A. General. The Contractor hereby expressly warrants the Deliverable(s) as being correct and compliant with the terms of this Agreement, Contractor's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.
- B. Software. The Contractor warrants that any software or other products delivered or made available under this Agreement shall comply with the terms of this Agreement, Contractor's official published specification(s) and technical specifications of this Agreement and all generally accepted industry standards.

#### **ARTICLE 12 – CONTRACTOR PERSONNEL**

- A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be identified in Exhibit A.
- B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability,

experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

### **ARTICLE 13 – STATUS OF CONTRACTOR**

- A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing professional Services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.
- B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the Procuring Agency.

### **ARTICLE 14 - CHANGE MANAGEMENT**

- A. Changes. Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Executive Level Representative. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:
1. Deliverable requirements, as outlined in Exhibit A;
  2. Due date of any Deliverable, as outlined in Exhibit A;
  3. Compensation of any Deliverable, as outlined in Exhibit A;
  4. Agreement compensation, as outlined in Article 3; or
  5. Agreement termination, as outlined in Article 5.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager shall draft a written Change Request for review and approval by the Executive Level Representative to include:
  - (a) the name of the person requesting the change;
  - (b) a summary of the required change;
  - (c) the start date for the change;
  - (d) the reason and necessity for change;
  - (e) the elements to be altered; and
  - (f) the impact of the change.
2. The Executive Level Representative shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Executive Level Representative are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

#### **ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION**

- A. If IV&V professional Services are used or required to be used for the Project associated with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to:
  1. Providing the Project documentation;
  2. Allowing the IV&V vendor to sit in on the Project meetings; and
  3. Supplying the IV&V vendor with any other material as directed by the Project Manager.
- B. If this Agreement is for IV&V professional Services then the Contractor agrees to:
  1. Submit all reports directly to the Department of Information Technology, Project Oversight and Compliance Division ([ivandv.reports@state.nm.us](mailto:ivandv.reports@state.nm.us)) according to the DoIT IV&V Reporting Template and Guidelines found on the DoIT website, [http://www.doit.state.nm.us/project\\_templates.html](http://www.doit.state.nm.us/project_templates.html), and copy the Procuring Agency.
  2. Use a report format consistent with the current DoIT IV&V Reporting Template and Guidelines found on the DoIT website, [http://www.doit.state.nm.us/project\\_templates.html](http://www.doit.state.nm.us/project_templates.html).

#### **ARTICLE 16 – DEFAULT/BREACH**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and

the Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

### **ARTICLE 17 – EQUITABLE REMEDIES**

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

### **ARTICLE 18 - LIABILITY**

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor pursuant to the Agreement. Contractor shall not be liable for damages arising out of, or caused by, alterations made by the Procuring Agency to any equipment or its installation or for losses caused by the Procuring Agency's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and/or employees of the Procuring Agency or the State of New Mexico, or any remedy that may exist under law or equity in the event a defect in the manufacture or installation of the equipment, or the negligent act or omission of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

### **ARTICLE 19 – ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of this Agreement's approval authorities.

### **ARTICLE 20 – SUBCONTRACTING**

- A. General Provision. The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the Procuring Agency.
- B. Responsibility for subcontractors. The Contractor must not disclose Confidential Information of the Procuring Agency or of the State of New Mexico to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of the Contractor under this Agreement.

## **ARTICLE 21 – RELEASE**

The Contractor's Acceptance of final payment of the amount due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

## **ARTICLE 22 – CONFIDENTIALITY**

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

## **ARTICLE 23 – CONFLICT OF INTEREST**

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or Services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

## **ARTICLE 24 - RECORDS AND AUDIT**

- A. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of Services rendered during this Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, CIO, SPA, and DFA and the New Mexico State Auditor's Office. The Procuring Agency shall have the right to audit billings both before and after payment. Payment for Services under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

## **ARTICLE 25 - AMENDMENT**

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities. Amendments are required for the following:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due Date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;

4. Agreement Compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

#### **ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE**

- A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

#### **ARTICLE 27 – NEW MEXICO EMPLOYEES PAY EQUITY REPORTING**

- A. The Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. If Contractor has (250) or more employees Contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. For Agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual Agreements anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreements, whichever comes first. Should Contractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

- B. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of this Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.
- C. Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

#### **ARTICLE 28 – MERGER, SCOPE, ORDER OF PRECEDENCE**

- A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.
- B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.

#### **ARTICLE 29 – NOTICES**

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

**For PROCURING AGENCY**

Lynn Vasquez  
New Mexico Public Education Department  
505-827-6702  
300 Don Gaspar, Santa Fe NM 87501

**For CONTRACTOR**

Anne Parmley, Managing Director, National Assessment Services  
NCS Pearson, Inc.  
anne.parmley@pearson.com  
319.339.6538  
2510 North Dodge Street, Iowa City, IA 52245

Any change to the Notice individual or the address, shall be effective only in writing.

**ARTICLE 30 – GENERAL PROVISIONS**

- A. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, including but not limited to:
1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
  2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
  3. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable

rules when required to do so, this Agreement may be terminated by the Procuring Agency.

- B. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement.
- C. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.
- D. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

#### ARTICLE 31 - SURVIVAL

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement.

#### ARTICLE 32 - TIME

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

#### ARTICLE 33 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

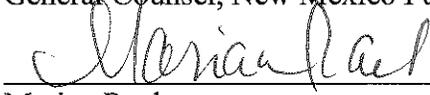
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By:  Date: 4.23.14  
Hanna Skandera  
Secretary of Education

By:  Date: 4/22/14  
Anne Parmley  
Managing Director, National Assessment Services  
NCS Pearson, Inc.

Approved for legal sufficiency:

By:  Date: 4/29/14  
Dan Hill  
General Counsel, New Mexico Public Education Department

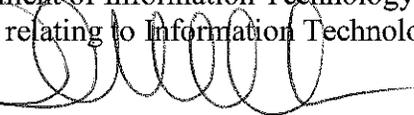
By:  Date: 4/29/14  
Marian Rael  
Chief Financial Officer, New Mexico Public Education Department

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

CRS ID Number: 01-86233200-8

By:  Date: 4.30.14  
Taxation & Revenue Department

Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By:  Date: 30 APRIL 2014  
Darryl M. Ackley, State CIO and Cabinet Secretary  
Department of Information Technology

This Agreement has been approved by the State Purchasing Agent:

By:  Date: 5/1/14  
Lawrence O. Maxwell  
Purchasing Agent for the State of New Mexico

effective 7/1/14

**The Partnership for Assessment of Readiness for College and Careers (PARCC)  
Operational Assessments**

**SCOPE OF WORK**

- A. Incorporated Documents:** This Statement of Work (hereinafter "SOW") shall be incorporated in, and governed by Price Agreement #40-000-13-00027 between the State of New Mexico and NCS Pearson, Inc. (hereinafter "Contractor"). PARCC Governing States may contract with Contractor to purchase the services detailed in this Exhibit A Statement of Work for the Prices established in Statement of Work Attachment 3 Compensation. The terms of this Exhibit A, Statement of Work and all Statement of Work Attachments and incorporated documents shall be incorporated in any contract with a PARCC Governing State that wishes to purchase such services from Contractor. The documents which fully describe the methods and specifications for the services to be provided by Contractor under this SOW are incorporated herein as follows:
1. Contractor's Redlined Proposal Response to RFP #40-000-13-00027. (hereinafter "Redlined Proposal")
- B. Attachments:** The following SOW Attachments are incorporated into this Statement of Work:
1. SOW Attachment 1, Appendix 1: Liquidated Damages
  2. SOW Attachment 2: Service Level Agreement
  3. SOW Attachment 3: Compensation
  4. SOW Attachment 4: Payment Schedule
- C. Order of Precedence:** The terms of the Price Agreement, Redlined Technical Proposal, and SOW/Attachments shall be interpreted to give each provision a reasonable meaning and avoid an interpretation that renders some provisions ineffective. In the event of a conflict between the terms of the Price Agreement, SOW and the Contractor's Redline Proposal Response, the terms of the Price Agreement and SOW shall control.
- Initials  
  
\_\_\_\_\_  
Pearson N.M.
- D. Definitions:**
1. **Assessment Year:** Shall refer to the period from July 1<sup>st</sup> to June 30<sup>th</sup> of each year during which an annual set of PARCC Assessments are administered to students in PARCC Governing States.
  2. **Blueprint Set:** A blueprint set is equivalent to one operational form of the assessment for PBA and EOY. Each blueprint set contains a unique set of items. The blueprint set has overages factored in for development and field test item counts.
  3. **Developed Items:** Items that are presented to Core Leadership Group committee for review.
  4. **Delivered Items:** Items that have been approved by PARCC after field testing.
  5. **Forms:** A form is a set of the sequenced items and their required assets, companion materials, and metadata associated with the items and form presented to a student.
  6. **Operational form (Core Form):** Set of sequenced items which contribute to the student's score.

7. **Matrix form (Variant Form):** The operational/core form with embedded items that don't contribute to the student's score. These item slots may be used for field testing, vertical linking, or external equating.
8. **PARCC Governing State Addendum:** The contract which each PARCC Governing State executes with Contractor to purchase Contractor's services detailed in the Price Agreement.
9. **Price Agreement:** The contract between the State of New Mexico and Contractor which resulted at the conclusion of the competitive procurement process for RFP #40-000-13-00027.
10. **Reports:** Except as specified elsewhere in the Price Agreement, SOW, or Technical Proposal, the various types of reports required by this Agreement (ie, management reports, accounting reports) shall be provided in a format approved by the Procuring Agency. In the event the Procuring Agency has a required preference for a specific type of report that is provided pursuant to the Agreement, the Procuring Agency shall notify Contractor of such preference and provide the format/template to Contractor.

Initials

\_\_\_\_\_  
N.M.

**E. Summary of Project and SOW Structure:** The Partnership for Assessment of Readiness for College and Careers (PARCC) is a consortium of states working together to develop a common set of assessments in English Language Arts (ELA)/Literacy and Mathematics aligned to the Common Core State Standards (CCSS). The PARCC assessments were developed, and will be field-tested in 2013-2014 under a separate contract. The operational tests will be ready for states to administer during the 2014-15 school year. This SOW establishes six components of the services that Contractor will provide for the first operational assessment in Fall 2014, and additional assessment development services for future operational administration. The Term of this SOW shall be from the date of execution of the Price Agreement through June 30, 2018.

1. **Scope of Work Components:** The Six Components of this SOW include: (1) Test Development; (2) Assessment Administration; (3) Psychometric Services; (4) Reporting; (5) Standard Setting, and (6) Program Management. The deliverables identified in the Redlined Proposal for each component of the services is detailed in this SOW. The SOW includes a summary description of the services that are specified in the Redlined Proposal.
2. **PARCC Governing State Optional Services:** This Price Agreement includes base services for the six components detailed above, and the following Optional Service Categories:
  - a. **Regional Training Workshops:** Each PARCC Governing State may elect to purchase one or more optional Regional Training Workshops, at the price per workshop detailed in SOW Attachment 3, Compensation terms. This scope of work includes one Regional Training Workshop at a mutually agreeable location within the PARCC Governing State. The Regional Training Workshop may include a maximum of 2-3 employees per district, and a total of 400 attendees from school districts throughout the state, intended that such attendees will use the knowledge gained at the Workshop to train other local district officials and educators. The Contractor, in coordination with the PARCC Governing State to identify priority training needs, will provide approximately six hours of training at each Regional Training Workshop, in the technical and administrative aspects of online testing and Contractor's online

assessment and registration platform. Contractor will staff the Regional Training with two trainers, and will be responsible for securing and paying for the hotel/conference room space for the Regional Training Workshops. Participants will be responsible for their own travel and meal expenses.

- b. **Human Scoring Option:** The consortium pricing is based on an agreed upon phase-in plan for automated scoring for computer-based ELA student responses. Each PARCC Governing State may elect to have their assessments scored using a non-AI Scoring model. In the event a State elects this option, all scoring will be conducted by human readers, with a ten-percent (10%) second score provided by humans, rather than through the artificial intelligence scoring specifications detailed in the Redlined Proposal. This option applies to online ELA responses only, as the base proposal assumes human scoring for all paper-based responses. The price for this option is included in SOW Attachment 3, Compensation terms.
- c. **Additional Optional Services:** Each PARCC Governing State may elect to purchase additional services at a price to be negotiated by the Governing State and the Contractor at the time such services are requested, and services will be provided pursuant to the specifications provided in the Redlined Proposal. These services may include, but are not limited to:
  - i. Additional Translations (other languages for mathematics besides Spanish)
  - ii. Site Readiness Visits
  - iii. Rescoring/Parental Challenge
  - iv. Maintenance of student responses (storage) beyond 2 years—paper and digital
  - v. Summer Retest administrations
  - vi. New York Distributed Scoring Options
  - vii. Bi-Mode Testing for grades 3-8 (ie, statewide plan for ELA via computer based testing, and Math via paper based testing)
  - viii. Data forensics

F. **Component 1, Test Development:** The Contractor will be responsible for all work necessary to develop and deliver the test development services described in Section V.A of the Redlined Proposal. The Contractor will also be responsible for all of the deliverables listed in Section V.A which include:

- 1. **Test/Item Development Specification Documents:** Contractor will maintain PARCC assessment specifications documents as needed or required, and deliver updated documents each year. Documents related to PARCC's summative assessments to be maintained include:
  - a. ELA/Literacy and Mathematics Item Specifications (which include Evidence Statement Tables)
  - b. ELA/Literacy and Mathematics Form Specification Tables
  - c. ELA/Literacy Task Generation Models
  - d. Mathematics Design Patterns
  - e. High School Course Level Specification Documents for Mathematics
  - f. PARCC Model Content Frameworks for ELA/Literacy

- g. PARCC Model Content Frameworks for Mathematics
  - h. PARCC Style Guide
  - i. Accessibility Guidelines
  - j. Cognitive Complexity Measures
  - k. Text Complexity Measures
  - l. Linguistic Complexity Measures
  - m. PARCC Accessibility Features and Accommodations Manual
  - n. PARCC Performance Level Descriptors
2. **PARCC Technical Documents:** Contractor will maintain PARCC technical assessment specifications documents as needed or required, and deliver updated documents each year. Documents to be maintained include:
- a. Metadata Schema
  - b. PARCC Item Development Technical Guide
  - c. PARCC interoperability and audio-visual guidelines
  - d. Item Import/Export Quality Plan
3. **Item, Task and Related Content Development:** Contractor shall develop items, tasks, texts, stimulus materials, and scoring materials (including answer keys, rubrics, and plausible student responses matched to each of the score points on the rubrics) adhering to PARCC specifications, and pursuant to the Targets established in the Tables detailed in Section V.A of the Redlined Proposal.
4. **Test Development Review Meetings:** Contractor shall provide Test Development Meeting services as specified in Section V.A.1.G. of the Redlined Proposal. The parties will mutually agree upon the Meeting schedule, in conjunction with the Project Schedule, upon execution of the contract, pursuant to Paragraph (K)(7) herein. Five separate PARCC committees will review test items, tasks and reading texts for inclusion on PARCC assessments. These committees will review test items, tasks, and texts to ensure they meet the requirements detailed in the PARCC item quality guidelines. The Committees include (1) Text Review; (2) Core Leadership Group; (3) State Educator; (4) Bias and Sensitivity; (5) Editorial Review. After each CLG, SE, and B/S review there will be a virtual debrief and reconciliation meeting with PARCC representatives and the Contractor. The reconciliation will be within 5 business days of the end of the review. As specified in the Redlined Proposal, the Contractor will also be responsible for hosting the virtual PLD Webinars and Item Development Strategy Meetings. **NOTE: No independent third party APIP verification shall be required.** Contractor shall:
- a. Deliver Text Review Meeting Plans
  - b. Deliver Text Review Meeting Agendas, Participant Lists, Meeting Notes
  - c. Deliver Text Review Training Materials
  - d. Deliver CLG Meeting Plans
  - e. Deliver CLG Review Meeting Agendas, Participant Lists, Meeting Notes
  - f. Deliver CLG Review Training Materials
  - g. Deliver SE Meeting Plans
  - h. Deliver SE Review Meeting Agendas, Participant Lists, Meeting Notes
  - i. Deliver SE Review Training Materials
  - j. Deliver B/S Meeting Plans
  - k. Deliver B/S Review Meeting Agendas, Participant Lists, Meeting Notes
  - l. Deliver B/S Review Training Materials
  - m. Deliver Editorial Review Meeting Plans

- n. Deliver Editorial Review Meeting Agendas, Participant Lists, Meeting Notes
  - o. Deliver Editorial Review Training Materials
5. **Test Development Specifications and Review Meeting Report:** Contractor will produce the following deliverables related to the Test Development Specifications and Committee Review Meetings pursuant to Section V.A.1.I of the Redlined Proposal:
- a. Deliver Annual Test Development Targets
  - b. Deliver Reviewer Attendance Report
  - c. Deliver 8-Day Report (after each review meeting)
  - d. Deliver 30-Day Report (after each review meeting)
6. **Data Review Committee Meeting Services:** After items are field tested, the Contractor will be responsible for convening a committee of educators and citizens from Partnership states to identify items that are candidates for the operational assessment, items that should be modified and field tested again, and items that should not be used operationally (but may be used by PARCC for other functions, such as instruction). The Data Review Committees consist of state content experts, grade-level teachers, accessibility and accommodations experts, psychometricians, and higher education faculty, as appropriate. The expected membership and configuration of the Data Review Committees are specified in Section V.A.1.J of the Redlined Proposal. Contractor shall:
- a. Deliver Data Review Meeting Plan
  - b. Deliver Data Review Meeting Agenda, Participant List, Meeting Notes
  - c. Deliver Data Review Training Materials
7. **Translations:** The Contractor will be responsible for translating into languages other than English (1) general test administration directions for each assessment, and (2) the reporting shells used to report student results to parents and guardians. The Contractor will translate directions and reporting shells into 10 languages. The length of the general test administration directions that need translated is approximately two pages for each content area and assessment (PBA and EOY) by grade/level, with 80% of the text being the same across grade levels for a content area assessment. The reporting shell translations will be for four-page folders (grades 3-8) and two-page reports for high school. Common text (80%) is assumed within a content area assessment (PBA or EOY) by grade band 3-5 and 6-8, with some common text at high school. The Contractor will also be responsible for translating PARCC's mathematics assessments into Spanish. Two computer-based testing (CBT) forms and two paper-based testing (PPT) forms will be created for year-one, and one CBT and one PPT form created in years two, three, and four. States seeking to administer the mathematics assessment in languages other than English or Spanish will negotiate with the Contractor. This contract does not include the translation of the mathematics test into any other languages. The Contractor will use a combination of directly translating a test form's English text to Spanish and adapting the content to account for linguistic and cultural differences between speakers of the two different languages; also referred to as transadaptation, and lets the translator make certain changes to adapt the text to the students' native culture. No translations of the test administration directions or of the mathematics test into Spanish are required for the Fall/Winter 2014 Block Administration. The first administration that requires translations is the Spring Traditional 2015 administration.

**G. Component 2, Assessment Administration:** The Contractor will be responsible for all work necessary to implement the assessment administration services described in Section V.B of the Redlined Proposal. The Contractor will also be responsible for all of the deliverables listed in Section V.B which include:

1. **Technology, Test Registration and Delivery Platform Assessment Administration**

**Requirements:** The Contractor will be responsible for the following requirements and deliverables related to the Technology Requirements established in Section V.B.1 of the Redlined Proposal, and further defined in Paragraph L, herein:

- a. The Contractor shall work with the Partnership Manager to conduct forms construction activities.
- b. The Contractor shall work with the Partnership Manager to manage forms metadata and administrative/statistical metadata in the PARCC item bank.
- c. The Contractor shall provide PARCC and its Governing States under this Agreement with the item bank, registration and test delivery platform services for the term of this contract, as further specified in Paragraph L, herein. Should PARCC choose to use an alternate registration and test delivery platform for year 4, PARCC shall notify the Contractor by September 1, 2016.
- d. The Contractor shall work with PARCC to refine student and organizational registration data layouts and processes, and scheduling processes, for each test administration; and to manage registration data within the test delivery platform registration system, as needed to complete Assessment Administration tasks.
- e. The Contractor shall work collaboratively with PARCC to actively monitor test deployment in the field, identify technical problems and testing irregularities, implement solutions, and mitigate risks that may arise in schools during test administration.
- f. Contractor shall provide registration and Test Delivery Platform documentation, user materials, and expert staff needed to support the school training activities and Customer Help Desk services as specified in Paragraph L, the Redlined Proposal, and SOW Attachment 2 Service Level Agreement.
- g. Contractor shall deliver forms Management Metadata.
- h. Contractor shall deliver Administrative/Statistical Metadata.
- i. Contractor shall deliver Student and Organizational Registration Data.
- j. Contractor shall deliver Student Response Data.
- k. Contractor shall deliver Scoring / Results Data.

2. **Security Plan:** Contractor shall develop and deliver a Security Plan for paper and computer-based assessment development and administration, pursuant to the specifications in Section V.B.2.B of the Redlined Proposal. Upon approval of the Security Plan, the Contractor agrees to permit onsite visits by designated Procuring Agency or PARCC agents, with at least five business days advance notice and subject to a Non-Disclosure Agreement, to conduct audits to verify Contractor's compliance with the Security Plan. These audits may require Department access to records and data, and other materials whether owned or operated by the Contractor. The PARCC Data Privacy & Security Policy shall inform the content of the Security Plan and shall include, at a baseline minimum, provisions which address the following elements of data privacy and security:

- a. Administrative Safeguards (including oversight requirements and subcontractor flow-down)
- b. Physical Safeguards (including access restrictions, laptop security management, training)
- c. Technical Safeguards (including levels of encryption, data transfer specifications)

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- d. Incident Response Management (including a breach notice period and resolution process)
- e. Data Storage and Destruction (including shredding, secure digital wiping)
- f. The parties have agreed that the Security Plan will provide the details expected of the Contractor concerning issues of security and privacy in providing specific services to the Procuring Agency, some of which would normally be contemplated as a condition set forth in this agreement. Up to and after such date that the Security Plan is accepted by the Procuring Agency, the Contractor is expected to implement and maintain reasonable business practices associated with the security and privacy of the Procuring Agency data and use of Contractor's services.

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- 3. **Stand Alone Field Test:** The stand-alone PBA field test for ELA/Literacy will be administered during the Spring Traditional EOY testing window, but will be given to a sample of students, using separate forms and answer documents. Students selected to take the ELA/Literacy PBA field test will receive one task type with 6 to 10 items, one of which is a PCR.
- 4. **Test Form Construction:** Contractor shall construct test forms for paper and computer-based assessments pursuant to the specifications in Section V.B.2.C of the Redlined Proposal, and provide the following deliverables:
  - a. Deliver Test Construction Specifications
  - b. Deliver Form Design Templates
  - c. Deliver Computer-Based Forms—to be available during the entire test administration window for PBA or EOY
  - d. Deliver Paper-Based Forms
  - e. Deliver FPR Meeting Plans
  - f. Deliver FPR Review Meeting Agendas, Participant Lists, Meeting Notes
  - g. Deliver FPR Review Training Materials
  - h. Deliver FR Meeting Plans
  - i. Deliver FR Review Meeting Agendas, Participant Lists, Meeting Notes
  - j. Deliver FR Review Training Materials
  - k. Deliver Form Pulling Schedule
  - l. Deliver Form Review Schedule
- 5. **Training Materials & Test Manuals:** The Contractor will provide ancillary materials, as specified in this Section V.B.2.D of the Redlined Proposal, to support the operational assessment. The Test Administrator Manuals for grades 3-5 and 6-8 will include both ELA/literacy and mathematics, as described on page V.B-40 of the Redlined Proposal. Contractor will provide the following deliverables pursuant to this section:
  - a. Deliver Training Materials
  - b. Deliver Test Administration
- 6. **Student Registration:** The Contractor shall be responsible for managing the student/organization registration process for both the paper-based and computer-based administrations, and shall provide an Enrollment Report by State to PARCC. The registration process shall be conducted once for both the paper-based and computer-based administrations. After the window for registration is complete, each individual state shall approve the registration counts of paper-based and computer-based administrations. The Contractor shall propose a plan for allowing states (if desired by the state) the opportunity to review and amend registration information, including mode of testing. Estimated student testing volumes shall also be captured for purposes of determining

estimated compensation, pursuant to the terms of SOW Attachment 3, Compensation.

7. **Requirements for Print Materials:** The Contractor is responsible for producing the paper-based materials and products for the summative assessment. The Updated Materials List is incorporated in the Redline Technical Proposal. The Contractor shall use the guidelines established in Section V.B.2.F of the Redlined Proposal for all print materials developed for PARCC. Consumable test booklets will be used for grade 3 for both mathematics and ELA/literacy for both PBA and EOY administrations. The Contractor will provide the following answer documents each year for ELA/literacy: Operational PBA (3 per grade level 4-11), EOY (1 per grade 4-11), and PBA Field Test (3 per grade level 4-11). For mathematics, items in the field test sections can be configured such that no more than 60% unique answer documents will need to be developed each year. The Contractor will include explicit instructions regarding the Answer Documents in the Ancillary Assessment Materials. The Contractor shall provide the following deliverables pursuant to this section:
  - a. Deliver Print Specifications
  - b. Deliver Test Books and Answer Documents: Contractor will provide a five percent overage of Test Books and Answer Documents to schools ordering paper materials.
  - c. Deliver Mathematics Reference Sheets
  - d. Deliver Manipulatives
  
8. **Print Materials Overage Disallowance:** Governing States, and districts/schools within such State, that order Paper Based Testing Services under the Price Agreement shall be provided with a five percent (5%) overage of paper testing materials. All unused paper based tests must be returned to Contractor within five (5) days after the end of testing in the district or state. In the event the Governing State, or its districts/schools, return unused paper test books which exceed the five percent (5%) overage allowance, such Governing State shall be responsible for payment to Contractor in the amount of \$1 per student for all Paper Based Tests ordered and not used in excess of the 5% overage allowance.
  - a. **Notice of excess Overage:** Contractor will determine if Governing State has exceeded the five percent overage allowance by comparing the volume of paper based tests that are scored for the Governing State, with the original test book order received from such Governing State.
  - b. **Justified Overage and Dispute Resolution:** In the event a Governing State ordered paper test books in excess of the allowed five percent (5%) overage due to substantiated issues with Contractor's CBT platform which were solely within the control of the Contractor, but such Governing State ultimately did not use such paper test books due to the resolution of Contractor's CBT platform, such State shall return the disallowed overage, and provide notice of a Justified Overage to Contractor. In the event Contractor disagrees with the Participating State's Justified Overage, the parties shall negotiate in good faith to resolve the issue within thirty (30) days.
  
9. **Pre-Identification of Consumable Test Booklets and Answer Documents:** The Contractor will prepare pre-identification specifications to be utilized by PARCC prior to each administration start date for review and approval by PARCC representatives. Contractor will create and deliver Pre-ID Labels with Answer Documents, as further specified in Section V.B.2.G of the Redlined Proposal.

10. **Mock Data End-to-End Test (Test Deck):** For quality assurance and score verification purposes, mock data must be generated and utilized in all aspects of assessment, scanning, editing, scoring, and reporting and must be completed and evaluated by the Contractor and PARCC representatives before the beginning of each test administration. The Contractor shall provide Mock Data Testing services as specified in Section V.B.2.H of the Redlined Proposal, including the following deliverables:
  - a. Deliver Mock Data Test Plan
  - b. Deliver Mock Data Files
  - c. Deliver Mock Data Results
  - d. Deliver TDR Meeting Plans
  - e. Deliver TDR Review Meeting Agendas, Participant Lists, Meeting Notes
  - f. Deliver TDR Review Training Materials
  
11. **Packing, Distribution, and Retrieval of Test Material:** The Contractor is responsible for all arrangements and costs associated with packing, distributing, and returning operational assessment materials as specified in Section V.B.2.I of the Redlined Proposal. Schools/districts shall return test materials to the Contractor within one week (7 days) after the test is complete. Contractor shall:
  - a. Deliver Packaging, Distribution, and Retrieval Specifications
  - b. Deliver Missing Secure Materials Report
  - c. Deliver Braille Materials
  - d. Deliver Large Print Materials
  - e. Deliver Test Materials
  
12. **Scanning and Editing Student Responses:** Students taking the summative tests in a paper-based format will bubble their answers onto scannable tests books (grade 3 only) or answer sheets. Braille and Large Print responses shall be transcribed by the Governing State or district prior to the Contractor's retrieval of documents. The Contractor shall scan all paper-based response documents, as specified in Section V.B.2.J of the Redlined Proposal. The Contractor shall be responsible for the transfer and integration of scanned images into the Handscoring application. The Contractor shall edit/update scanned documents to verify the integrity of scoring and reporting. The Contractor shall be responsible for the transfer of right/wrong scored data to PARCC's designated data warehouse. The Contractor shall be responsible for data handoffs between the Contractor's components and PARCC's components. Contractor shall deliver Scanned Student Responses to PARCC.
  
13. **Scoring Summary:** The Contractor shall conduct and monitor all aspects of the scoring procedures throughout the entire process of generating actual student response files and scoring, as fully specified in section V.B.2.K of the Redlined Proposal. This includes paper-based and computer-based scoring. Three (3) different types of scoring procedures will be employed for the PARCC assessments: key-based, rule-based (e.g., gridded response, short constructed response, constrained constructed response) and handscored (e.g., essays and performance-based tasks). The Contractor shall be responsible for the following services:
  - a. **Key-Based Scoring:** The Contractor shall be responsible for creating a draft and subsequent updates of the scoring keys with review and final approval by the Partnership. If any errors in the scoring keys or additions to the scoring keys are uncovered, these will be documented along with the recommended solution. The Contractor shall be required to promptly make changes to item scoring keys

and to update the correct answers/scoring rules in the item bank. The Contractor shall submit the final scoring keys to the Partnership Manager for final approval by Partnership representatives.

- b. **Rule-Based Scoring:** A set of technology enhanced items that employ formats such as gridded-response, short constructed response and other constrained constructed response formats will be scored according to rules provided by the Partnership and/or the Item Development Contractor.
- c. **Handscoring:** Handscoring refers to the processes necessary for determining the rating of a student’s response on the writing prompts or on the performance-based tasks in ELA/literacy (ELA/L) and mathematics. Prose Constructed Response (PCR) items in ELA/Literacy and constructed response (primarily Type II and Type III) items in mathematics will require handscoring. This section describes the Partnership’s procedural, design, and implementation requirements for scoring essays and performance tasks for both ELA/literacy and mathematics. The Phase-In Artificial Intelligence scoring approach shall be implemented as follows:
  - i. In Year one, all of the ELA/L PCRs will receive a first score by a human reader. Ten percent of the student responses will also receive a second score. Second scores will be assigned by a reader for paper-based responses and assigned using artificial intelligence (AI) for online responses.
  - ii. In Year two, two-thirds of the online ELA/L PCR items per grade will receive the first score using AI scoring, with a 10 percent second score done by a reader. The remaining one-third of the online PCRs per grade will have the first score applied by a reader with 10% second score assigned by the AI scoring engine.
  - iii. In Years three and four, all online ELA/L PCRs will receive their first score from AI scoring with 10% scoring done by readers. The table below summarizes the human and automated scoring plan for online ELA/L responses.

**Table G-12: AI Scoring Phase-In Plan:**

Year	% of ELA/L items	1st Score (100%)	2nd Score (10%)	Resolution
2015	100%	Human	Automated	Human
2016	67%	Automated	Human	Human
	33%	Human	Automated	Human
2017	100%	Automated	Human	Human

- iv. Across all years, any responses scored by the automated scoring engine outside predetermined confidence levels established for automated scoring will be scored by a human reader. These responses, also known as “outliers,” are often atypical responses (for example, particularly short). Up to 5% of the responses to be routed for human scoring as outliers.
- v. In all years (one through four), all mathematics constructed response items will receive a first score by a human reader. Ten percent of the mathematics responses will also receive a second human score whether the response is online or paper.
- vi. Across the years, if the first and second score are nonadjacent, a third human and sometimes a fourth human reader shall be used. These scoring rules apply across scoring modes (human or automated) and test delivery

types (paper or online). Note that the first score will be used to calculate the student's final score.

- vii. Contractor shall utilize a distributed scoring method, accompanied by regional hubs for management and oversight, as detailed in the Redlined Proposal.

14. Rangefinding and Rangefinder Review and Committee Meetings: Contractor shall conduct Field-Test Rangefinding Meetings. The Updated Meeting schedule is incorporated in the Redlined Technical Proposal. Prior to the scoring of responses to performance tasks and constructed-response items field tested during the spring administrations, the Contractor shall be responsible for organizing and implementing meetings to select training papers for the tasks, as fully specified in Section V.B.2.K.4 of the Redlined Proposal. Field Test Rangefinding Meetings and Field Test scoring in 2018 are outside the scope of this contract and will be part of the year-one contract extension scope of work or a new contract.
15. Produce Handscoring Materials: The Contractor is responsible for producing the scoring materials for each operational and field-test performance task, including scoring guides, training sets, qualifying sets, validity sets, group discussion sets, and recalibration sets, as specified in Section V.B.2 in the Redlined Proposal.
16. Produce Handscoring Materials. Contractor staff will produce necessary scoring materials for each Field Test performance task and Operational Assessment performance task. Rangefinding for the Integrated Mathematics will be included in the Algebra I, Algebra II, and Geometry Rangefinding meetings.
17. Contractor staffing for Handscoring and Team Leaders: The Contractor will appoint a full-time Handscoring Program Manager to serve as the Contractor's overall manager for PARCC's Handscoring activities. The program manager must be available on a daily basis to discuss issues with the Contractor's Handscoring staff and the Partnership Manager either in person, by e-mail, or phone throughout the training and scoring sessions. The Contractor must provide at least one full-time Handscoring lead for each content area with expertise in their respective subject. This Handscoring leads will be available as liaison for Partnership Manager content specialists for all Handscoring activities. The Contractor will hire one team leader for every 10 to 12 active readers. The team leaders may be especially recruited by the Contractor or identified through the reader recruitment process. Team leaders must go through the same screening process as readers.
18. Recruit and Hire Readers: Contractor shall recruit and hire the Handscoring readers, as specified in section V.B.2 of the Redlined Proposal. All readers are required to have earned a bachelor's degree in mathematics, reading, education, or some related field. Readers of mathematics performance task responses will have completed a four-year college degree program and have the mathematics knowledge needed to effectively score responses to mathematics items. Applicants hired for training must also sign an agreement with the Partnership Manager that they will maintain the security of PARCC's test materials in addition to security agreements required by the Contractor.
19. Handscoring Monitoring Participant Travel Costs: The Contractor will be responsible for making car rental and air transport arrangements for participants, securing guest rooms for participants at the Handscoring site, and reimbursing participants for all travel related expenses. The Contractor will provide a meal per diem payment to each participant.

20. **Baseline Training and Qualifying of Readers for ELA/L:** As specified in Section V.B.2 of the Redlined Proposal, the Handscoring leads will conduct training with the assistance of team leaders. The purpose of the training is to verify that each person who scores PARCC's student responses has met the contractual requirements for scorers.
21. **Handscoring Reports:** The Contractor will collect reader performance statistics and provide electronic access to daily and cumulative reader Handscoring reports as further specified in Section V.B.2.K.10 of the Redlined Proposal, to team leaders and above, including Partnership Manager staff. The reports must include both real-time and partial-to full-day reports. Real-time reports must include reader inter-rater reliability and validity reports. The same reports are required for both operational and field-test scoring. The Partnership Manager will determine, in consultation with the Contractor, which of these reports will be available to the Partnership Manager in real-time. Reports shall aggregate data by item (there will be no state-specific break-outs of data).
22. **Scoring Student Responses:** For the Operational Assessments, ninety percent of the student responses shall be scored by one reader. **Ten percent of the student responses shall be scored by two readers, working independently.** If the two readers' scores are nonadjacent, a third and sometimes a fourth reader shall be used. For the Field Test scoring, the percentage of second scoring for ELA/L responses will be amended to accommodate the number of second scored responses needed to train the AI scoring engine.
23. **Monitor and Maintain Handscoring Quality:** As part of the Handscoring specifications for each administration, the Contractor, in consultation with the Partnership Manager, will plan the combination of monitoring and maintenance procedures that will most efficiently maintain the required high levels of scoring accuracy, as further specified in Section V.b.2.K.12 of the Redlined Proposal. Such monitoring methods include:
- a. Daily Systematic Review of Handscoring Reports
  - b. Systematic Read Behinds (based on reader validity)
  - c. Targeted Read Behinds (based on reader validity)
  - d. Scoring Validity Responses
  - e. Automatic Targeting (based on reader validity)
  - f. Targeted Validity Administration
  - g. **Pseudoscoring.** Contractor will not conduct pseudoscoring or require readers to retake all training materials in the event of absences or low quality statistics. Readers who miss work will be required to take all calibration sets they have missed during their absence. Readers who perform below quality standards will receive a warning, and if their quality does not improve after a specified number of validity responses, they will be required to pass a targeted calibration set or be released from the project. Even if they pass the targeted calibration set, they will need to maintain quality standards at every successive validity checkpoint or be released from the project. A reader who is released from scoring an item for quality will have all scoring work on that item reset, and the responses will be redistributed to other readers for new scores.
  - h. **Group Retraining.** Contractor will not conduct group retraining during operational scoring. Calibration serves the purpose of retraining (for individuals or groups of readers with similar scoring trends).
  - i. **Individual Conferencing.** Contractor will not conduct individual conferencing during operational scoring. Readers will have access to the dedicated phone, email, and chat tools, in lieu of scheduled individual conferencing.

24. **Optional New York Scoring Services:** Special Scoring Requirements for New York are not required as base services under this Agreement. In the event New York elects to participate in the PARCC Operational Assessment Administration, Contractor will negotiate directly with New York for any special scoring requirements.
25. **Optional Human Scoring Services:** PARCC Governing States may elect to purchase modified scoring services which do not include the use of AI Scoring. Such services may be purchased at the prices established in SOW Attachment 3, Compensation.
26. **Scoring Deliverables:** The following deliverables shall be provided for the Scoring services detailed in this paragraph 11, and as further specified in Section V.B.2.K of the Redlined Proposal:
- a. Deliver Scoring Specifications
  - b. Deliver Handscoring Specifications
  - c. Deliver Rule-Based Frequency Distribution
  - d. Deliver Rangefinding Responses
  - e. Deliver Scoring Guides
  - f. Deliver Training Sets
  - g. Deliver Qualifying Sets
  - h. Deliver Validity Sets
  - i. Deliver Machine-Scored Student Responses
  - j. Deliver Handscored Student Responses
27. **Monitoring and Alerting:** The Contractor shall actively monitor test deployment in the field, identify technical problems and testing irregularities, implement solutions, and mitigate risks that may arise in schools during test administration. The Contractor shall be responsible for communications around testing problems to the Partnership Manager and to states – and the press if necessary.
28. **Customer Support and Help Desk Services:** The Service Levels to be provided by Contractor are specified in SOW Attachment 2, Service Level Agreement.
29. **Disposition of Materials:** After the administration is complete, the Contractor will inventory and store unused test and answer books, manuals, and other materials for a period of six (6) months. During this time, the Contractor will be required to ship quantities of these materials, as necessary, to the Partnership Manager or states. Unused Item books may be destroyed after six (6) months with written approval from the Partnership. However, the Contractor will store the computer-based testing software, as well as 100 copies of each subject/grade book and answer document for 18 months. After 12 months the subcontractors and print vendors will be required to destroy all electronic files and print copies according to the test security requirements approved by the Partnership. On verification of the individual barcode numbers of all secure materials returned by the districts and acceptance by the Partnership of accurate results files, the Contractor will store used documents containing student responses, at Contractor expense, for a period of two (2) years. Likewise, all student response files must be electronically archived for a two-year period. The Contractor must be able to provide the Partnership Manager, the item development Contractor, or other entities working for the Partnership, student responses when requested. At the end of the two-year period, the Contractor will ship or destroy the materials according to instructions from the Partnership. The Contractor must submit a letter to the Partnership Manager requesting permission to destroy specific materials, and

consent to destroy materials shall not be unreasonably withheld. Upon termination of the Agreement, the Procuring Agency shall receive all assessment items, test forms, administration materials, training materials, and the related documentation provided as a deliverable under the Agreement. Contractor will retain all systems and software utilized to provide services under the Agreement.

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**Table G-27 PARCC Material and Data Storage**

PARCC Storage Timeframes	
Material Type	Length of Storage
Raw materials (unused test material inventory)	6 months following test administration
Secure test books	6 months following security resolution
Documents containing student responses	2 years following scoring and reporting
Electronic Files and print copies	12 months following scoring and reporting
100 copies of each subject/grade test book and answer document	18 months following scoring and reporting
Student response files	2 years following scoring and reporting

30. **Quality of Work Products:** The Contractor is responsible for correcting any errors in work products at the Contractor’s expense, arising from activities that are the responsibility of the Contractor. Contractor shall not be financially responsible for errors that result from the actions of PARCC or its Governing State Members or the Partnership Manager. In the event of errors introduced or caused solely by a third party, Contractor will notify PARCC of the request for reimbursement for the costs associated with correction of such third party errors. Such corrections may involve activities that include, but are not limited to, the following:

- a. Conduct analyses to identify the cause and extent of errors.
- b. Edit, revise, and/or reprogram computer-based applications.
- c. Reprint and/or reproduce products or other materials.
- d. Replace and/or correct data files.
- e. Reproduce reports.
- f. Ship replacement products or reports to the school/district/state/Partnership Manager using expedited shipping services.

31. **Automated Scoring:** PARCC acknowledges the potential advantages of automated scoring (“AI Scoring”) to promote efficiency associated with scoring of student constructed responses, which otherwise require human scoring. The automated scoring phase-in plan is incorporated into the base contract, as detailed in Table G-12 above and in the Redlined Proposal. However, Contractor shall conduct an efficacy study, and PARCC shall review contractors Proof-of-concept study results, and provide Contractor with authorization to utilize AI Scoring as specified herein. Contractor shall provide the following deliverables, as specified in Section V.B.3 of the Redlined Proposal:

- a. Proof-of concept research design
  - i. Report of results of proof-of-concept study, which shall be provided pursuant to the following Key Milestones and requirements: Proof-of-concept research design approved (to be mutually determined prior to baseline of project schedule)
  - ii. Contractor will provide proof-of-concept/efficacy study report to PARCC: 10/15/14

- iii. PARCC provides final approval to proceed with automated scoring phase-in plan based on results of efficacy study: 10/31/14
- iv. Any states electing to opt out of phase-in plan and use human scoring for ELA online responses, notifies Contractor no later than 11/14/14; signed agreement must be in place by 12/31/14
- v. Any modification of the Key Milestone due dates, or change to the phase in plan, shall require a Scope Change pursuant to the terms of the Price Agreement.

32. **Optional Summer Retest Administration:** PARCC Governing States may contract directly with Contractor for a summer retest administration in 2016 or 2017. Such additional services will be negotiated by the Governing State and the Contractor at the time such services are requested.

33. **Practice Tests and Release of Items:** Pursuant to Section V.B.5 of the Redlined Proposal, Contractor shall develop practice tests, items for public release, and tutorials. The following deliverables shall be provided, as specified in Section V.B.5 of the Redlined Proposal:

- a. Two blueprint sets with associated scoring materials per assessment for release each year
- b. 18 assessment modules per content area, per year
- c. Permissions and rights clearance for released items
- d. All QTI and APIP code, associated media files, and metadata for each released item will be quality checked by the Contractor for code conformance and validation, accessibility, and releasability (e.g., appropriateness, positive item performance history, permissions), and remediate any necessary corrections, updates, or re-reviews that may be necessary
- e. A manual for accessing and using released items and modules
- f. A guidance document for administering the assessment modules
- g. PDFs of scorer training materials, which will serve as the computer-based scorer training module
- h. A guidance document for developing and interpreting and using score reports
- i. Integrate customer support into the help desk services with PARCC Operational
- j. Practice tests for ELA/literacy EOY component and mathematics PBA component to be available in fall 2014 on TestNav8
- k. Full practice tests to be available in fall 2015 on TestNav 8
- l. Scoring materials, including answer keys, rubrics, anchor papers, and scoring rules for use with released items and practice tests
- m. Computer-based and paper-based tutorial modules for each grade level/course
- n. Four computer-based and four paper-based tutorial modules for each content area

H. **Component 3, Psychometric Services:** The Contractor will be responsible for all work necessary to design and implement the psychometric services described in Section V.C of the Redlined Proposal. The Contractor will also be responsible for all of the deliverables listed in Section V.C which include:

- 1. **Data Analysis of Summative, Field Test and Retest:** Contractor shall complete the following Deliverables for the data analysis, as further specified in Section V.C.1 of the Redlined Proposal:
  - a. Data analysis plan and specifications
  - b. Presentation materials to PARCC TAC and working groups

- c. Results to be included in the Technical Report
  - d. Item parameter files in a format to be specified by PARCC
  - e. Item-level and test-level reports that may be used at data reviews
  - f. Raw and processed data files
2. **Data Forensics for Operational and Retest Assessments:** Contractor shall complete the following Deliverables for the data forensics, as further specified in Section V.C.2 of the Redlined Proposal:
- a. Specifications for Data Forensics shall be provided at least four (4) weeks before the administration of any assessment
  - b. A report summarizing findings of analyses described in the Data Forensics specifications shall be provided to PARCC no later than 2 months after the administration of the assessment
  - c. A database of proctors/classrooms, schools and districts that were flagged by statistical data forensic methods during the data analyses shall be provided to PARCC
  - d. **Optional Data Forensics Services:** States may work with Contractor to procure additional types of investigations and analyses, as an add-on service
3. **Systems for Data Analysis:** Contractor shall complete the following Deliverables for the data analysis systems, as further specified in Section V.C.3 of the Redlined Proposal:
- a. Electronic student data files organized by state, district, school, and grade with the following at a minimum: student raw scores, scale scores, item-level responses (scored and unscored), domain and subscale scores, date administered, form administered, derivative scores (such as growth), and other variables to be named by the Partnership
  - b. Agreement that all task and item parameters and other results will be provided in an electronic data file in a format to be designated by PARCC
  - c. Flow diagram of how data will travel between system components and be processed and analyzed for psychometric analysis
4. **Technology and Data Requirements:** Contractor shall complete the following Deliverables for the technology requirements as further specified in Section V.C.4 of the Redlined Proposal:
- a. Privacy and security plans
  - b. Electronic student data files uploaded into PARCC's Data Management and Reporting System
5. **Research Studies:** Contractor shall complete the following Deliverables for the Research Studies as further specified in Section V.C.5 of the Redlined Proposal:
- a. Draft for each study plan at a date mutually agreeable by the parties. The plan shall include timelines, study design, sampling specifications, and data analysis methods
  - b. The Contractor shall present the study plans to the PARCC Technical Advisory Committee (TAC), one or more PARCC Operational Working Groups (OWG), and/or other expert reviewers for feedback. The Contractor shall incorporate such feedback
  - c. Final Study Plan for each study in 4 weeks following PARCC feedback on draft plan.
  - d. Draft data collection instruments, survey and/or data coding schemas 8 weeks in advance of the start of data collection

- i. Contractor shall provide all data collection instruments (e.g., interview protocols, observation protocols, surveys) and coding schemas to the Partnership Manager in draft form. Each data collection instrument and coding schema will be reviewed by the TAC, one or more PARCC OWGs, and/or other expert reviewers. The Contractor shall revise the data collection instruments and coding schema accordingly, prior to use in the study
- e. Final data collection instruments, survey and/or data coding schemas in 4 weeks following PARCC feedback on drafts
- f. Draft study reports within six weeks of the completion of data collection or a date mutually-agreed upon by the Partnership and the Contractor
  - i. Draft reports for each study will be reviewed by the TAC, one or more PARCC OWGs, and/or other expert reviewers for feedback
  - ii. Draft reports shall indicate the Principal Investigator, data analysts and Contractor staff who reviewed and approved the submission of the draft report
- g. Final study report within two weeks after the feedback for the draft report is provided or a date mutually-agreed upon by the Partnership and the Contractor
  - i. The final report must include the theoretical framework and design rationale that cites relevant, peer-reviewed published work and, when appropriate, unpublished technical reports; how the study addressed relevant standards in the Standards for Educational and Psychological Testing (1999); and how the results contribute to the body of evidence to support the valid interpretation of scores
  - ii. The final report shall include an executive summary of results, and specific recommendations of action
  - iii. Final reports shall indicate the Principal Investigator, data analysts and Contractor staff who reviewed and approved the submission of the final report
- h. An action plan based on recommendations in the final study report
  - i. The action plan shall indicate responsibilities of each party involved along with a timeline for each action
  - ii. The Contractor shall manage the action plan and provide update reports for actions that require Contractor follow up or involvement based on a schedule proposed by the Contractor and mutually-agreed upon by the Partnership and the Contractor
- i. All data (raw, or scored, or coded or processed) collected and processed for each study in 2 weeks following the delivery of the final study report in a digital format proposed by the Contractor and approved by PARCC

**Table H-1: List of psychometric studies by contract year.**

	Year 1	Year 2	Year 3	Year 4
Comparability of assessment results	x			x
Test administration mode and device	x		x	
External validity of read-aloud / text-to- speech accommodation	x			
Accessibility of new items/functionalities and use of new		x	x	

International Benchmarking Study	x			
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6. **Technical Documentation for Assessment Administration:** Contractor shall complete the following Deliverables for the final design of the reports, as further specified in Section V.C.6 of Redlined Proposal:
  - a. Draft and final technical manual that provides all of the information in the outline provided in Section V.C.6, as well as any other analyses identified by the Contractor and deemed appropriate for the report by PARCC.
    - i. The Contractor shall complete the draft manual within 3 months of the end of the test administration or a date mutually-agreed upon by PARCC and the Contractor
    - ii. PARCC will provide feedback on the draft and the Contractor shall complete the final document within 1 month of the PARCC feedback or a date mutually-agreed upon by PARCC and the Contractor
  
7. **Quality Control:** Contractor shall complete the following Deliverables for the final design of the reports, as further specified in Section V.C.7 of the Redlined Proposal:
  - a. Quality control specifications that describe in detail all of the steps to be implemented to demonstrate to the Partnership that the final data are accurate
  - b. Quality control systems to verify the accuracy of the data processing, cleaning, and analyses
  
- I. **Component 4, Reporting:** The Contractor will be responsible for all work necessary to implement the reporting services described in Section V.D of the Redlined Proposal. The Contractor will also be responsible for all of the deliverables listed in Section V.D which include:
  1. **Finalize Design of Reports:** Contractor shall complete the following Deliverables for the final design of the reports, as further specified in Section V.D.1 of the Redlined Proposal:
    - a. Final PARCC report designs for year 1 for the following reporting levels:
      - i. PARCC Level Report
      - ii. State Level Reports (with minimal customizable options)
      - iii. District Level Reports (with minimal customizable options)
      - iv. School Level Reports (with minimal customizable options)
      - v. School Roster Reports (with minimal customizable options)
      - vi. Student Level Reports, including specifications for incorporating released items into student level reports (with minimal customizable options)
    - b. Updated PARCC report designs for years 2 and beyond for all of the above reporting levels (as needed), including translations
    - c. Student level data files
    - d. Summary data files
  
  2. **Data Upload and Generating Reports:** Contractor shall complete the following Deliverables for the data upload and report generation, as further specified in Section V.D.2 of the Redlined Proposal:
    - a. Within 30 days of contract execution, the Contractor shall work with PARCC to provide a detailed of all electronic reporting files needed. The Contractor shall be responsible for generating each of these reports and files
    - b. Uploaded data files for each summative and retest administration
    - c. Detailed reports on when scoring/reporting errors have been discovered and

protocols for correcting the error

3. **Score Interpretation Guides:** Contractor shall complete the following Deliverables for the Score Interpretation Guides, as further specified in Section V.D.3 of the Redlined Proposal:
  - a. Separate print-ready and web-based, interactive score interpretation guides for each of the summative and retest assessments that are inclusive of the final-report designs
  - b. Materials for a one-hour webinar for parents and educators each for report interpretation
  - c. Recording of one-hour webinars for parents and educators each for report interpretation
  - d. Annual updates to all print and web-based materials reflecting any changes to the assessment reports
  - e. Translated materials to interpret parent reports of up to 10 languages
4. **Reporting System Training:** Contractor shall complete the following Deliverables for the Reporting System Training, as further specified in Section V.D.4 of the Redlined Proposal:
  - a. Materials for online training module
  - b. Evaluation report of the effectiveness of system training
  - c. Annual updates to all systems training materials reflecting any changes to the assessment reports
5. **Reporting Technology Requirements:** Contractor shall complete the following Deliverables for the Reporting Technology as further specified in Section V.D.5 of the Redlined Proposal:
  - a. Within 30 days of contract execution, or a mutually agreeable date which is coordinated to account for dependent deliverables required from PARCC's Reporting/Data Warehouse vendor, the Contractor shall provide a detailed plan and timeline for Reporting workflows and critical milestones
  - b. On an annual basis, the Contractor shall provide PARCC with updated technical schemas and documentation for all data elements and reporting formats that are developed and/or enhanced by the Contractor during the period of performance
6. **Paper-Based Student Reports:** Contractor shall complete the following Deliverables for the paper reports, as further specified in Section V.D.6 of the Redlined Proposal:
  - a. At a mutually agreeable date and time, the Contractor shall provide a detailed plan and timeline for delivering printed student reports and critical milestones.
  - b. Print and deliver two copies of the paper-based student reports to schools/districts.
7. **Quality Control:** The Contractor will be responsible for developing a detailed plan that describes quality control procedures for the major works of this section, including data uploads, data reporting, and system maintenance. The Contractor will be responsible for verifying the accuracy of the information presented in the score interpretation guides, and updating the quality control processes.
- J. **Component 5, Standard Setting:** The Contractor will be responsible for all work necessary to design and implement the standard setting services described in Section V.E of the Redlined Proposal:

1. **Performance Level Descriptors for Standard Setting:** The Contractor shall revise, modify, and/or synthesize the PLDs for the purposes of standard setting and obtain PARCC's approval. The Contractor shall involve the panelists who developed the subject- and grade-specific PLDs through virtual meeting(s) for review/feedback before finalizing the rolled up PLDs. The Contractor shall assume six four-hour webinars, for a total of 24 hours, will be conducted with the PLD panelists. The Contractor shall assume across all grades 21 PLD panelists (7 at each grade band) in ELA/literacy, and 28 PLD panelists (7 at each grade/course band) in mathematics.
  
2. **Standard Setting Workshop:** The Contractor shall be responsible for the logistical arrangements for the Standard Setting workshop, as specified in Section V.E.3 of the Redlined Proposal. Contractor shall prepare a timeline for arranging logistical details of workshop and a detailed workplan for all activities that lead to the approval of final standard setting method(s) by PARCC.
  
3. **Standard Setting Participant Recruitment and Selection:** The panelists will be recruited by PARCC member states. All PARCC states will have at least one person at each grade's standard setting workshop. Each panel will be composed of 20 panelists and will set standards for two adjacent grades (or courses). Contractor shall deliver a Plan outlining the contribution of each specific state in each panel by panelist background, updated as needed based on actual recruitment, and a document listing the final panelists for each panel by state and background.
  
4. **Special Studies to Inform Standard Setting:** Contractor shall complete the following Deliverables for the Special Studies, as further specified in Section V.E.5 of Redlined Proposal:
  - a. Memoranda of Understanding with third parties whose collaboration is needed in standard setting research studies
  - b. Draft and final Study Plan for each study seven weeks in advance of the start of the study. The plan shall include timelines, study design, sampling specifications, and data analysis methods
    - i. The Contractor shall present the study plans to the PARCC Technical Advisory Committee (TAC), one or more PARCC Operational Working Groups (OWG), and/or other expert reviewers for feedback. The Contractor shall incorporate such feedback.
  - c. The final study plan three weeks in advance of the start of the study. The final plan shall be approved by PARCC before the study is conducted.
  - d. Draft and final data collection instruments, survey and/or data coding schemas three weeks in advance of the start of the study.
    - i. Contractor shall provide all data collection instruments (e.g., interview protocols, observation protocols, surveys, assessment forms) and coding schemas to the Partnership Manager in draft form. Each data collection instrument and coding schema will be reviewed by the TAC, one or more PARCC OWGs, and/or other expert reviewers. The Contractor shall revise the data collection instruments and coding schema accordingly, prior to use in the study.
  - e. All data (raw, or scored, or coded or processed) collected and processed for each study in a digital format specified by PARCC upon execution of the contract.
  - f. Draft study reports within six weeks of the completion of data collection or a date

mutually-agreed upon by the Partnership and the Contractor.

- i. Draft reports for each study will be reviewed by the TAC, one or more PARCC OWGs, and/or other expert reviewers for feedback.
- ii. Draft reports shall indicate the Principal Investigator, data analysts and Contractor staff who reviewed and approved the submission of the draft report
- g. Final study report within two weeks after the feedback for the draft report is provided or a date mutually-agreed upon by the Partnership and the Contractor
  - i. The final report must include the theoretical framework and design rationale that cites relevant, peer-reviewed published work and, when appropriate, unpublished technical reports; how the study addressed relevant standards in the Standards for Educational and Psychological Testing (1999); and how the results contribute to the body of evidence to support the valid interpretation of scores.
  - ii. The final report shall include an executive summary of results, and specific recommendations of action
  - iii. Final reports shall indicate the Principal Investigator, data analysts and Contractor staff who reviewed and approved the submission of the final report
- h. An action plan based on recommendations in the final study report
  - i. The action plan shall indicate responsibilities of each party involved along with a timeline for each action
  - ii. The Contractor shall manage the action plan and provide update reports for actions that require Contractor follow up or involvement based on a schedule proposed by the Contractor and mutually-agreed upon by the Partnership and the Contractor

5. **Standard Setting Design and Implementation:** Contractor shall complete the following Deliverables for the Special Studies, as further specified in Section V.E.6 of the Redlined Proposal:

- a. Detailed standard setting design and method(s) to be approved by PARCC GB and ACCR that includes information on training, use of empirical data, round-by-round implementation, panelist feedback, and evaluations and related documentation and presentations
- b. Materials to be used for training 16 weeks prior to standard setting for PARCC review and approval
- c. Data processing and data reporting plans and tools
- d. Evaluation tools, such as surveys, to be used at the standard setting workshop six weeks prior to standard setting for PARCC review and approval
- e. Final quality control procedures

6. **Review Cut Scores:** Contractor shall complete the following Deliverables for the Special Studies, as further specified in Section V.E.7 of the Redlined Proposal:

- a. Detailed design and methodology for the policy makers' review of cut scores
- b. Initial cut scores, impact data, decision consistency and accuracy, and variability (standard error) around cut scores and other relevant information to be presented to PARCC Governing Board and ACCR
  - i. The initial cut scores and impact data for all assessments shall be presented to the PARCC states as soon as they are available for their review (before they are presented to the PARCC Governing Board and ACCR approval)
- c. Summary of the outcomes of the Governing Board and ACCR review sessions
- d. Tools and materials that could be used for cut score adjustments six weeks

prior to the Governing Board and ACCR review

- e. Final cut scores, impact data, decision consistency and accuracy, and variability (standard error) around cut scores and other relevant information in format to be approved by PARCC
7. **Technical Documentation:** The Contractor will provide a stand-alone technical report on the standard setting workshop. The standard setting technical report will provide more detailed information regarding the standard setting than does the program technical report. The Contractor shall complete the draft manual within 3 months of approval of final cut scores. PARCC will provide feedback on the draft and the Contractor shall complete the final report within 6 weeks of the PARCC feedback or a date mutually-agreed upon by the Partnership and the Contractor. At a minimum, the Standard Setting Technical Report must include the following sections:
- a. Executive Summary
  - b. Validity framework for standard setting
  - c. Standard Setting Design
  - d. Recruitment and panelist selection
  - e. Participant demographics
  - f. Implementation of standard setting design
  - g. Detailed results from standard setting
  - h. Detailed results from the vertical articulation/moderation process
  - i. Detailed results of the standard setting evaluation
  - j. Description of policy adjustments to cut scores made by groups following the standard setting
  - k. Validity of PLDs and cut scores
8. **Quality Control:** The Contractor shall deliver quality control specifications that describe in detail all of the steps to be implemented during the standard setting process to demonstrate to PARCC that data input and resulting reports are correct and free of security breaches.
- K. **Component 6. Program Management:** The Contractor will be responsible for all work necessary to implement the program management services described in Section V.F of the Redlined Proposal. The Contractor will also be responsible for all of the deliverables listed in Section V.F which include:
1. **Program Management Plan:** Contractor shall develop and deliver an Annual Program Management Plan. The Program Management Plan shall describe the overall program management approach that will be implemented to support all of the requirements of Sections V.A – V.F of the Redlined Proposal, and describes the Contractor’s human and technological plans for implementing, monitoring and controlling the tasks required by the Price Agreement, as further specified in Section V.F.1 of the Redlined Proposal.
  2. **Program Communication:** Four types of reports are to be prepared by the Contractor to facilitate and document program management communications with the Partnership Manager: (1) a bi-weekly Program Dashboard, (2) the Monthly Program Dashboard, (3) Weekly Management Report, Meeting Notes and Action Item and Decision Log and (3) an Annual Program Review.
  3. **Monthly PARCC Governing State Invoice Management:** Contractor shall coordinate with the PARCC Partnership Manager regarding Monthly Invoicing of the PARCC Governing

States, as specified herein:

- a. Invoice Submission and Approval: The Contractor shall submit the monthly PARCC Operational Invoices to the PARCC Partnership Manager at least five business days before the date the Invoice is due for submission to the PARCC Governing States, according to the terms of SOW Attachment 3, Compensation, and SOW Attachment 6, Payment Schedule. The PARCC Partnership Manager will verify the accuracy of the substantiating documentation which accompanies the Monthly Invoice. Upon PARCC Partnership Manager confirmation of the propriety of the Monthly Invoice, the PARCC Partnership Manager will provide notice to the each PARCC Governing State and Contractor. Contractor will submit the Monthly Invoice to the applicable PARCC Governing States, attaching the written confirmation of the PARCC Partnership Manager.
  - b. Invoice Rejection and Resolution: In the event the PARCC Partnership Manager determines that Contractor has not substantiated the milestones or deliverables relevant to the Monthly Invoice pursuant to the requirements of SOW Attachment 3, Compensation, and SOW Attachment 6, Payment Schedule, it will provide Contractor with written notice of specific identified deficiencies within five business days of receipt of the Monthly Invoice. Contractor will remediate the deficiencies, and resubmit for PARCC Partnership Manager approval. In the event Contractor disputes the deficiencies identified by the PARCC Partnership Manager, it will notify the Manager of such disputes, and will work in good faith to resolve the issue. In the event Contractor and PARCC Partnership Manager are unable to resolve such issue within forty-eight hours of receipt of notice of the deficiencies, Contractor may submit the invoice and substantiating documentation to each PARCC Governing State, and negotiate any issues with such State.
4. Cost Management: The Contractor shall develop a Quarterly Accounting Report which contains two primary sections, including an (a) overall Annual Student Testing Volume update/summary with any associated impact to the Annual PARCC Per-Student and Per-Test Price approved change orders, executed amendments, and outstanding change orders; (b) an invoice summary, outlining invoices submitted to PARCC Governing States, invoices paid and outstanding compensation owed to Pearson. The Contractor shall also develop an Annual Accounting Report which consolidates the Quarterly Accounting Reports for the program year. The Annual Accounting Report will be presented during one of the Comprehensive Program Management Meetings.
  5. Quality Management: The Contractor will appoint a Quality Manager to develop and execute the Program Quality Plan, including quality assurance oversight and internal independent verification. The Program Quality Plan owned and maintained by the Quality Manager will capture the quality assurance and quality control checks for the program through the entire project lifecycle, including individual scope component quality plans (ie, psychometrics quality, scoring quality, reporting quality). The Quality Manager will work with the Procuring Agency in maintaining and updating the Program Quality Plan. The Program Quality Plan will be provided to the Procuring Agency and PARCC. Contractor shall also make the third party verification reports created by Measured Progress available to the Procuring Agency and PARCC. The Contractor shall include, as part of the Annual Program Review, a self-report of status the preceding year on contract

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Performance Metrics. Performance metrics will be reviewed and modified based upon mutual agreement in the first comprehensive program management meeting. The list will be reviewed annually and may be altered or amended to serve the requirements and/or needs of the Partnership Manager and the Contractor.

6. **Risk Management:** The Contractor shall develop a Monthly Risk Register will contain identified risks, probabilities of occurrence, risk impact rating, an overall risk rating, and recommended mitigation and contingency actions. The register will also include the name of the team member responsible for the monitoring of the each risk. The Risk Register will be posted on the 5th day of each month. If significant risks are identified or significant updates are needed and they occur between monthly submissions of the risk register and/or the bi-weekly submissions of the project dashboard, the Partnership Manager may request, at any time, and the Contractor shall deliver, an updated risk register and project dashboard reflecting the significant risks or risk updates. Requested delivery of an updated risk register for newly identified significant risks will not be required if the Partnership Manager has access to the Contractor's risk monitoring tool.
7. **Schedule Management:** A detailed integrated project schedule for each Annual Assessment Period shall be developed and maintained by Contractor. The Project Schedule for the first year of the contract shall be mutually agreed upon by the parties within sixty (60) days after execution of the Price Agreement. The Parties shall mutually agree upon the project schedule for each subsequent Annual Assessment Period at least sixty (60) days before the start of such Annual Assessment Period. This detailed project schedule must contain all activities and milestones for the overall assessment system, and integration points/handoffs between the Contractor and PARCC and/or PARCC Vendor. The Program Schedule will be developed for each year of the program and will include high level management summary information as well as specific dates associated with critical processes, milestones, and deliverables contained in Sections V.A – V.F of the Redlined Proposal. The Program Schedule will be developed at the beginning of each test administration year, updated weekly, and posted to PARCC's SharePoint site monthly. Copies of the schedule shall be available in PDF format, as well as the source file format. If significant changes occur between monthly submissions of the program schedule, the Partnership Manager may request, at any time, and the Contractor shall deliver, an updated schedule reflecting the changes.
8. **Program Management Meetings:** The Contractor shall be responsible for the logistics and facilities costs for all program management meetings. The parties will mutually agree upon the Meeting schedule, in conjunction with the Project Schedule, upon execution of the contract, pursuant to Paragraph (K)(7) herein. The original proposal included a list of all meetings for each year of the contract, as well as key requirements such as number of days and location. If not included with the contract at time of execution, it will be provided within 30 days of signing the contract, and it will reflect mutually agreeable changes identified for all PARCC virtual and face-to-face meetings. The Updated Meeting Schedule is incorporated in the Redlined Technical Proposal. The Contractor shall be responsible for all planning and facilitation as well as developing an agenda and documenting and distributing the outcomes of each meeting. The Contractor shall be responsible for the creation and printing of meeting materials. Meeting agendas must be finalized one week prior to the meeting. After each meeting, agendas, meeting notes, action items, and decisions will be posted to the Partnership's SharePoint site by the Contractor. The Contractor shall maintain an action item and decision log for each component of this Price Agreement. The action item and decision log will be updated regularly and posted to the Partnership's SharePoint site.

9. Reimbursable Funding Categories: The Reimbursable Funding Categories specified in the RFP are removed from the Price Agreement.
- L. Assessment Registration Services: Contractor shall provide PARCC and its Governing States with access to Contractor's proprietary PearsonAccess online administrative portal to function as the centralized administration and user/management interface for the PARCC Operational Assessments for school district and systems' administrative staff. The portal shall have the following functionality:
1. Administrative Services: The PearsonAccess portal will provide a single host for administrative functionality including order management, organizational structures, student record management, and paper and online test management, which includes management and tracking of initial paper testing materials orders and the ordering and management of additional paper testing materials orders. All functionality will be maintained using single-sign-on controls.
  2. Authentication/Single Sign On/Identity Management: The PearsonAccess portal shall provide centralized user identity management, user authentication, and role-based authorization, including single sign on for functionality accessible through the PearsonAccess portal for the PARCC operational assessments. Contractor will use industry standard practices for development of the single sign on technology. Third-party PARCC technology providers may be able to integrate with Contractor's proprietary systems through the single sign on portal, provided such third party meets the Contractor's specifications and requirements for such interface.
  3. Common Student Identifier Service: At minimum for the first operational assessment administration, Contractor will provide centralized assignment and management of persistent, unique identifiers (PARCC ID) necessary for PARCC internal data management, including student identifiers for all tested students across all PARCC member states for PARCC operational assessments.
  4. User Roles: The PearsonAccess portal shall provide central storage and management of user authorization roles. User roles can be created for various levels of authorization, such as state personnel, district personnel, school level personnel, and test proctors.
  5. Permissions: The PearsonAccess portal shall provide a secure interface for educators to use to perform administrative tasks. The portal is rules-based, allowing or denying access based on definable user attributes. Each authorized user will be given a unique name and password, and no secure area within the system will be accessible without authorization. A PARCC user will be authorized to access only certain data records within the system, according to the roles and permission assignments. The lowest level of user security for the Field Test will be at the "school" level. The lowest level of user security for the first operational administration will be at least at the school level, and to be mutually agreed by the parties.
  6. Logging and Audit: Contractor's online assessment system shall have the capability to log, capture, and record system and testing activities, including student registration data

changes, online testing transactions, and user interactions for PARCC analytics and research analysis.

7. **Test Administration:** The PearsonAccess portal shall allow state, district and school administrative users to manage the test administration for the PARCC operational assessments, including registration, scheduling, and test session management functions, based on the business rules to be mutually agreed upon for scheduling across states and the testing window.
8. **Test Registration:** The PearsonAccess portal shall have functionality for the import and management of assessment registration data of students (including student accessibility needs and preferences). PARCC and Contractor will collaborate to establish a single student data file layout which shall be used by all PARCC member states for all assessment registration. The student data file layout for the first operational administration will be finalized by June 20, 2014, unless a different date is agreed upon in writing by both parties, or is provided in the project schedule.
9. **Test Scheduling and Assignment:** The PearsonAccess portal shall allow authorized users to schedule testing sessions for the PARCC assessments within the PARCC Test Administration Window and allow administrative users to manage test assignment to students, based on the business rules to be defined by PARCC policies for scheduling across states and the testing window.
10. **Test Scoring Distribution and Routing:** The PearsonAccess portal shall have the capability to route the student responses and item data to the appropriate item response scoring component, including key-based scoring, rule-based scoring, hand-scoring, automated machine scoring, and external machine scoring (AI scoring), and such scoring specifications are fully defined in Paragraph G, herein and the Redlined Proposal. Contractor's scoring system shall manage and configure the workflow and rules of scoring responses.
11. **Test Scoring Monitoring:** Contractor's online assessment system shall monitor and manage the scoring process which occurs within the system including notification of scoring events or issues which impact the accuracy of scores or data.
12. **Assessment Delivery Data Storage:** The Contractor's online assessment system shall provide transitory storage of student test responses, response metrics (including cumulative time spent on the item and response change history) and scores, and shall be capable of exporting student responses and scores for analytics and reporting. Contractor's temporary data store shall store raw data, as well as data in normalized formats needed for scoring and reporting. The Contractor's online assessment system shall be capable of providing data extracts in flat file (including CSV format or standard XML exchange formats), and the Contractor's online assessment system shall use interoperable data models and data transport models as defined by the Parties to align with industry recognized interoperability standards.

**M. Assessment Delivery Platform:** Contractor shall provide PARCC and its Governing States with access to Contractor's proprietary TestNav 8 online assessment delivery platform for use in delivering computer-based PARCC assessments to the student and capture student responses. The platform shall have the following functionality:

1. **Item Types:** The platform shall support the delivery of PARCC test item types utilized in the Field Test under a separate contract between Contractor and PARCC, Inc. and item types as fully detailed in Paragraph F, herein.
2. **Student Tools and Accessibility:** The platform shall provide student tools that are necessary for students to complete their responses across the range of supported item types (e.g., virtual calculators, rulers, word processing tools); as well as accessibility and accommodations features necessary to support students with disabilities across the range of supported item types (e.g., text to speech, color contrast, magnification). The schedule of availability for these features will be included in the project plan.
3. **Proctor Caching:** The platform shall have Proctor Caching capabilities, which reduces bandwidth requirements and accelerate test content delivery to computers used for administration of an assessment. PARCC shall encourage and strongly recommend that schools Governing in PARCC assessments to use proctor caching for delivery of all PARCC Assessment Components.
4. **Student Log-In:** The TestNav 8 online delivery platform shall include functionality which allows a student to log-in to the system to start an assessment which has been assigned to the student by an administrator or proctor.
5. **Key-Based and Rule-Based Scoring (Machine Scoring):** The platform shall provide machine scoring of designated item types.
6. **System and Data Backup and Recovery:** The platform shall have functionality which enables recovery from failures including hardware or application failure, loss of data, and/or loss of network connectivity. Platform functionality shall include backup, recovery, and failover processes, and such recovery processes which are designed to minimize student rework during testing.
7. **Secured Data:** The platform shall encrypt defined data, both in local stores and in defined exchanges between system components, including auditable access controls limited to those roles that require data access.
8. **Secured Testing and Data Management Environments:** The platform shall include browser lock down functionality that restricts access to the Internet or desktop applications, and allows students only to have access to the test and approved accommodations during testing. The platform shall support secured testing in the agreed upon operating systems and browsers.

**N. Application Hosting and Maintenance:** Contractor shall provide secure, scalable hosting of the PearsonAccess Portal and TestNav 8 Platform with adequate capacity and redundancy to meet

PARCC's capacity and performance requirements, as defined in the SOW Attachment 2, Service Level Agreement, incorporated herein. Contractor will utilize cloud based configuration with an automated deployment capability that allows it to quickly and safely add server and storage capacity as needed. The Contractor will maintain secure data backups in multiple locations across the United States, allowing for the ability to quickly redeploy our applications hosted by the Contractor. Contractor will adhere to reasonable business practices in maintaining and providing hosted application that includes multiple levels of protection against failures. Contractor shall manage the portal and platform maintenance processes, including scheduling maintenance periods and communicating with PARCC regarding such upgrades and maintenance. Contractor shall schedule maintenance and upgrades during time periods that minimize impact to day-to-day operations of PARCC Assessment Component users, and avoid maintenance and upgrades during critical testing periods. Pearson will provide at least eight hours notice of scheduled system maintenance, and reasonable notice, under the circumstances for non-scheduled events.

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- O. **System Testing**: Pursuant to a mutually agreeable testing plan, Contractor shall perform iterative internal tests of the portal and platform technologies as necessary to verify that system configurations and functions meet the requirements of this Price Agreement, and that the parts and the whole of the system are operating pursuant to the requirements of this Contract.
- P. **Online Assessment System Technical Requirements**: Contractor's portal and platform shall meet the following technical requirements for the first operational administration:
1. **Operating System and Device Compatibility**: Contractor's portal and platform shall function on the following operating systems or devices for the operational assessment administrations. The parties shall periodically evaluate the supported Operating Systems and Devices, including any new versions of the existing supported Operating Systems and Devices:
    - a. **Windows**: Windows XP (Service Pack 3); Windows Vista; Windows 7; Windows 8; Windows Server 2008; Windows Server 2012; and newer versions as certified by Contractor.
    - b. **Mac**: MacOS 10.5; 10.6; 10.7; 10.8; and newer versions as certified by Contractor.
    - c. **Linux**: Fedora 6-19; Ubuntu 9.04-13.04; and newer versions as certified by Contractor.
    - d. **iPad**: iOS v6; and newer versions as certified by Contractor.
    - e. **Android**: Android v4; and newer versions as certified by Contractor.
    - f. **Chromebook**: ChromeOS v19-25; and newer versions as certified by Contractor.
  2. **System Health Monitor**: Contractor shall provide a real-time web-page which reports the current status for system health and alerts, known as "System Status."
  3. **Data Integrity**: Contractors portal and platform shall provide end-to-end data protections to verify data integrity while such data is in Contractor's possession during processing, storage, and transportation between applications and interfaces.

4. **System Access Security:** Contractor's portal and platform shall provide auditable access controls throughout the entire data management life cycle, including access control, confidentiality, monitoring, and threat detection.
5. **Data Regulatory Compliance:** Contractor shall comply with all relevant state and Federal laws including FERPA, COPPA and CIPA regulations, to the extent applicable to the services provided by Contactor hereunder.
6. **Version of Assessment Registration Portal and Assessment Delivery Platform:** Contractor shall provide the Procuring Agency and PARCC with access to the latest verison of PearsonAccess and TestNav during the term of the Agreement. "Latest version" as used in this Paragraph is defined as the most currently released version of PearsonAccess or TestNav that is available at the point in time necessary to meet all deliverable dates required for an Annual Assessment Administration. Throughout the life of the Price Agreement PearsonAccess and TestNav will be upgraded to address known issues and other enhancements agreed to by the parties. "Known issues" are based on performance issues from previous administrations and feedback from users. "Known issues" does not necessarily include all PARCC requests for enhancements. The current Pearson systems will be used to provide services as defined in the Price Agreement. PARCC's access to new releases of PearsonAccess and TestNav as part of the services provided under the Price Agreement is included in the Compensation provided in the Agreement. In the event PARCC requests scope changes, not contemplated in the Deliverables, or in addition to any Deliverables, , to the systems Contractor uses to provide services, the parties will negotiate in good faith to amend the Price Agreement to incorporate the requested changes and price. (e.g., requiring Contractor to support devices beyond mutually agreed upon list.)

Initials

  
 Pearson

N.M

- Q. **Product Review Board:** Contractor and PARCC will convene a working group of up to 6 people from Contractor's staff and up to 6 PARCC representatives to participate in mutually agreeable quarterly meetings of a Product Review Board. The Product Review Board will focus on reviewing the functionality of the Contractor's proprietary technology products that will be utilized to provide services under this Price Agreement, including ABBI, TestNav, and PearsonAccess. The Product Review Board is not intended to serve as a forum for individual PARCC Governing States to request modifications to meet the individual State assessment needs. The Product Review Board will allow PARCC an opportunity to provide Contractor with feedback regarding the functionality of such technology products from a consortium-wide perspective, and upon the conclusion of each meeting of the Board PARCC shall have fourteen (14) business days to provide comprehensive written feedback to the Contractor which represents the consensus of the Consortium. The parties understand that the feedback provided to Contractor will be taken under consideration, but the decision to modify Contractor technology products based on such feedback is solely within the discretion of the Contractor. Beyond Contractor's obligation to provide technology services which conform to the specifications required under this Price Agreement, Contractor shall have the sole discretion regarding whether it will implement modifications to its products and services.
- R. **Subcontractors and Vendors:** PARCC authorizes Contractor to utilize the following subcontractors to provide direct services as part of this Price Agreement, as further detailed in the Redlined Proposal: Educational Testing Services, WestEd, Measured Progress, Inc., and Caveon. In performance of Contractor's services, Contractor may engage certain third party

vendors to perform services such as handscoring, shipping, Braille translation, language translations, and item writing. Additionally, Contractor engages the services of a variety of third party vendors to provide back office support on various software systems that may be utilized by Contractor personnel in the performance of this contract. The Contractor shall assume responsibility for all services provided pursuant to this Price Agreement whether or not they are performed or produced by the Contractor or by subcontractors and vendors. In the terms of its agreements with Subcontractors and Vendors, the Contractor shall require all Subcontractors and Vendors to comply with the Confidentiality, Data Security, and Data Privacy terms of this Agreement, and/or any plans, policies or deliverable requirements not specified but called for in this Agreement.

Initials  
  
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Pearson N.M.

- S. **Delayed Dependent Deliverables:** In the event of any delays by PARCC or a Governing State in furnishing materials, its approval of services, and return of required documents or information, the time for performance by the Contractor shall be extended by an amount of time equal to the delay created by such occurrences or a new due date shall be negotiated.

## The Partnership for Assessment of Readiness for College and Careers (PARCC) Operational Assessments

### Liquidated Damages

A. Summary: Accurate and timely delivery is imperative and, as a result, the following provisions for liquidated damages for the failure to complete Consequential, Critical, and Extremely Critical Deliverables (“Liquidated Damages Deliverables”) are defined in this SOW Attachment 1.

1. Availability of Liquidated Damages: The parties reasonably believe that Contractor’s failure to provide Liquidated Damages Deliverables that conform to the specifications and delivery schedule for such Liquidated Damages Deliverables is likely to result in damage to the PARCC Governing State to which such Deliverable was due to be delivered.. Though the amount of such damage cannot reasonably or easily be calculated with certainty, the parties agree that the Liquidated Damages specified herein are the parties’ reasonable anticipation of the amount of such damages at the time of entering into the contract. Liquidated Damages will be applicable and enforceable regardless of whether a PARCC Customer suffers actual damage.
2. Exclusive Remedy: The assessment of Liquidated Damages shall be the exclusive remedy for late delivery by Contractor of Liquidated Damages Deliverables that conform to relevant specifications. However, this clause will not preclude breach of contract claims based not on late delivery of such Liquidated Damages Deliverables, but which instead are on based Contractor’s ultimate failure to deliver conforming Liquidated Damages Deliverables before conclusion of the Notice and Correction Process specified below.
3. Waiver: The PARCC Governing State may waive the imposition of an otherwise enforceable liquidated damages or a portion thereof in a given instance. Such waiver, in any instance, shall not constitute a waiver in any future instance, nor establish any right on behalf of the Contractor to a waiver. No waiver by the PARCC Governing State shall be effective unless expressed and in writing, and any such waiver will not act as a waiver of any other rights.

B. Liquidated Damage Deliverables Notice and Acceptance Process:

1. Delivery, Review, and Acceptance or Rejection:
  - i. Delivery of Liquidated Damages Deliverables. When Contractor initially delivers a Liquidated Damages Deliverable that Contractor reasonably believes conforms to the relevant specification, Contractor also will provide the PARCC Governing State with written (electronic or other form acceptable to the customer) notice of such delivery (the “Conforming Delivery Notice.”)
  - ii. Review for Conformity with Specification. Upon receipt of such Liquidated Damages Deliverable and Conforming Delivery Notice, the PARCC Governing State will review such Liquidated Damage Deliverable to determine whether it conforms to the relevant specification. The PARCC Governing State will be

- allowed a time period specified in the agreed upon project schedule for review of the applicable deliverable.
- iii. If the PARCC Governing State reasonably determines that such Liquidated Damage Deliverable does not conform to the relevant specification, the PARCC Governing State will provide written notice to Contractor specifying how the Deliverable fails to conform (the "Rejection Notice.")
  - iv. If the PARCC Governing State does not provide Contractor with a Rejection Notice within the time specified in the project schedule, the Deliverable will be deemed accepted.
2. Notice of Intent to Assess Liquidated Damages: In the event the PARCC Governing State intends to assess Liquidated Damages hereunder, it shall provide Contractor with written notice of such intent within five (5) days after (a) the date on the delivery schedule on which a Liquidated Damage Deliverable was due to be delivered to the PARCC Governing State, or (b) the date on which the PARCC Governing State reasonably issues a Rejection Notice. Such Notice of Intent to Assess Liquidated Damages shall state the basis for the assessment of Liquidated Damages.
- C. Liquidated Damages Cap: No PARCC Governing State may collect from Contractor, or withhold from payment to Contractor, Liquidated Damages of more than ten percent (10%) of its Annual Total Actual Compensation owed to Contractor pursuant to SOW Attachment 3. In addition, the aggregate assessment of Liquidated Damages from all sources may not exceed 10% of the sum of Annual State Total Contract Values for all PARCC Governing States, as determined pursuant to SOW Attachment 3.
- D. Collection of Liquidated Damages:
1. Liquidated Damages may be assessed at any time during the term of the Contract (subject to the provisions herein regarding proper notice, response to such notice, and dispute resolution.) However, in the event a proposed assessment (or the sum of total of all assessments at any given time) exceeds the Liquidated Damages Cap stated above, the liquidated damages shall not be due until the exact value of the applicable Liquidated Damages cap is determined. A PARCC Governing State, or (where applicable) the Procuring Agency, may collect Liquidated Damages from the Quarterly Retainage (as applicable). Liquidated Damages may be factored in to the Reconciliation process established in Paragraph (23) of SOW Attachment 3, Compensation. If it is determined that Contractor has paid Liquidated Damages in excess of the applicable Liquidated Damages Cap, the amount due to Contractor for such overpayment may be invoiced to the Procuring Agency in the final Monthly Invoice.
- E. Adjustment to Due Dates: For purposes of the deliverable due-dates included in this SOW Attachment 1, the following terms regarding due date adjustments shall apply:
1. Contractor Proposed Adjustments: In the event the Contractor wishes to propose a change of due date for a Liquidated Damages Deliverable, the Contractor may propose the change to the PARCC Governing State, in writing, for its consideration. The PARCC Governing State will use state specific as well as PARCC Consortium wide information to determine whether it can support such a delay. If the PARCC Customer agrees, the modified deadline shall be come the effective deadline for purposes assessing liquidated damages.

2. PARCC Proposed Adjustments: In the event the PARCC Governing State wishes to change a deadline for a Critical or Extremely Critical Work Task to a date which shortens the Contractor's time for meeting the deadline, it shall notify the Contractor of the new proposed deadline in writing. If the Contractor determines that by exercise of every reasonable effort, the Contractor will be unable to meet the new deadline, the Contractor shall offer a proposed shortened deadline which the Contractor can meet by the exercise of every reasonable effort. In the alternative, the Contractor may propose a contract amendment in which the additional personnel hours needed to achieve the shortened deadline are compensated by a price adjustment.
3. PARCC Dependent Deliverables: In the event of any delays by the PARCC Governing State in furnishing information, specifications, or dependent deliverables required for completion of a Liquidated Damage Deliverable(s), the due date for completion of the Liquidated Damage Deliverable shall be extended a reasonable amount of time attributable to the delay created by such occurrences or a new due date shall be negotiated. Contractor shall provide the PARCC Governing State and the PARCC Consortium with notice of any PARCC Dependent Deliverable delays during Weekly Program Management meetings.

F. Liquidated Damages Amounts:

1. Calculation of Liquidated Damages. Liquidated Damages will be calculated by multiplying the applicable Liquidated Damage by the number of days between (a) the date on which a conforming Liquidated Damage Deliverable was required to have been delivered, based on the agreed upon delivery schedule, and (b) the date on which a conforming Liquidated Damage Deliverable was accepted (or deemed accepted), less (c) any days comprising a relevant Review Period, as follows.
  - i. Consequential Deliverables: five hundred dollars (\$500) per day commencing the 3<sup>rd</sup> day after the Consequential Deliverable was required to have been delivered.
  - ii. Critical Deliverables: two thousand dollars (\$2,000.00) per day.
  - iii. Extremely Critical Deliverables: ten thousand dollars (\$10,000.00) per day.
2. Apportionment of Liquidated Damages:
  - i. Liquidated Damages will be apportioned by Governing State according to the reasonably estimated number of affected students in that state compared to the reasonably estimated number of affected students overall (for example, if 10% of the affected students are in State A, State A would be allocated 10% of the relevant Liquidated Damages.)
  - ii. For Liquidated Damages Deliverables that do not have specific student impacts, Liquidated Damages will be allocated by affected Governing State according to the each state's Annual State Student Testing Commitment as a percentage of the total of all affected states' Annual State Student Testing Commitment.
  - iii. Upon execution of this agreement, the parties agree to meet and negotiate in good faith the following issues pertaining to Liquidated Damages:
    1. Specifications for each Liquidated Damages Deliverable for which there is not a clear and complete specification set forth in the RFP and Contractor proposal.
    2. Appropriate Governing State Review Periods for each Liquidated Damages Deliverable.

## The Partnership for Assessment of Readiness for College and Careers (PARCC) Operational Assessments

### Service Level Agreement

- A. **Overview:** The purpose of this Service Level Agreement (“SLA”) is to provide a definition of online assessment service levels provided by Contractor, to the PARCC Governing States, in conjunction with the Online Assessment Activities covered under the Price Agreement # XXXXX (hereinafter “Price Agreement”) with the State of New Mexico for the PARCC Operational Assessment. This document will also institute general standards and expectations about the level of services to be delivered to the PARCC Governing States.
- B. **Applicability:** This agreement applies exclusively to the Application Services (defined herein) and Customer Call Center Support Services (as specified in Paragraph E, herein) provided by Contractor to deliver the Online Assessment Activities for the PARCC Operational Assessment as specified in the Price Agreement. The services are described as follows:
1. **Application Services:** The services listed below through which Contractor will perform Online Assessment Activities, and which are delivered using Contractor Systems:
    - a. **PearsonAccess:** Contractor will provide access to the latest version, including all enhancements, of Contractor’s customer portal access for administrative assessment activities, in accordance with Paragraph G, “Component 2, Assessment Administration” of the Price Agreement Exhibit A SOW. Contractor will provide PARCC and its member states with access to the PearsonAccess online administrative portal to function as the centralized administration and user/management interface for all PARCC Assessment Components for school district and systems’ administrative staff, as specified in the Price Agreement.
    - b. **TestNav Assessment Delivery Platform:** Contractor will provide access to the latest version, including all enhancements, of TestNav to support PARCC’s administration of summative assessments delivered as part of the PARCC Operational Assessment including Performance Based Assessments (PBA) and End of Year Assessments (EOY) (cumulatively “PARCC Assessment Components”).

**Note:** “Latest version” as used in this Paragraph (B)(1) is defined as the most currently released version of PearsonAccess or TestNav that is available at the point in time necessary to meet all deliverable dates required for an Annual Assessment Administration. Throughout the life of the Price Agreement PearsonAccess and TestNav will be upgraded to address known issues and other enhancements agreed to by the parties. “Known issues” are based on performance issues from previous administrations and feedback from users. “Known issues” does not necessarily include all PARCC requests for enhancements. The current Pearson systems will be used to provide services as defined in the Price Agreement. PARCC’s access to new releases of PearsonAccess and TestNav as part of the services provided under the Price Agreement is included in the Compensation provided in the Agreement. In the event PARCC requests scope changes to the systems Contractor uses to provide services, the parties will negotiate in good faith to amend the Price Agreement to incorporate the requested changes and price. (e.g., requiring Contractor to support devices beyond mutually agreed upon list.)

2. **Minimum Customer System Requirements:** The services and warranties provided under this agreement are based on the assumption that schools and districts participating in an Operational Assessment Administration will implement the system, technology, network bandwidth, and infrastructure requirements published by PARCC in the Technology Guidelines for PARCC Assessments. Contractor shall not be responsible for hardware, software, and network environment failures in cases where it is determined that a failure was caused by a school or district failure, pursuant to the process established in paragraph (C)(2)(c), to comply with the requirements of this paragraph 2. The Technology Guidelines for PARCC Assessments will strongly recommend and encourage PARCC Governing States to use the Systems Check Tool, and implement proctor caching. . The Technology Guidelines for PARCC Assessments will be updated, if necessary over the life of the contract, to reflect the minimum requirements (including network bandwidth levels for proctor caching) necessary to deliver the assessment forms should the actual maximum form size change. The Contractor shall configure the Application Services and other technical systems provided through this Price Agreement to preserve the minimum specifications that PARCC has established for the PARCC Spring 2014 Field Test, including a 5 kbps per student/ 5kbps per testing device minimum bandwidth requirement when caching is implemented and a 50 kbps per student/testing device external Internet connection without caching. Any recommendations from the Contractor to deviate from these requirements must be approved in advance by PARCC, which approval shall not be unreasonably withheld.
  
3. **Contractor Systems:** The Contractor hardware, software, and network environments, to the extent used to deliver the Application Services and Customer Support Services shall include:
  - a. Contractor hardware and system software
  - b. Contractor production application software
  - c. Network connections from data center(s) hosting the Contractor systems to the Internet
  - d. Third-party hardware, software, and services by companies subcontracted by Contractor expressly for the delivery of services covered under the Price Agreement.
  
4. **Exclusions:**
  - a. Contractor is not responsible for:
    - Services maintained or provided to schools by regional service centers, school districts, or charter schools
    - Infrastructure provided to schools by states or school districts
    - Network connections provided to schools by school districts to the Internet
    - Network infrastructure comprising the Internet
  - b. Contractor non-production environments including software development environments, technical development sandbox areas, pre-production environments for performance testing, and programs deployed for technical systems testing during TestNav development are exempt from the Service Expectations or System Performance under this agreement.

**C. Service Expectations**

1. **System Availability:** Contractor Application Services are expected to meet the system capacities and service levels established for system uptime, recovery time, response time, simultaneous user capacity, system redundancy, and other factors defined herein and as referenced in the Price Agreement. These expectations collectively define System Availability to administer and support PARCC assessments under the terms of this Service Level Agreement.

Testing Administration Windows: "Testing Administration Windows" as used in this SLA shall refer to the mutually agreed upon period of time for administration of assessments during an Annual Assessment Period. The specific start and end dates for each Testing Administration Window will be established by the parties for each year of the Price Agreement, and memorialized in the Project Schedule. The three Testing Administration Windows during an Annual Assessment Period include: (1) Fall/Winter Block, (2) Traditional Year, and (3) Spring Block.

During the established Assessment Windows (as defined in SOW Attachment 3) for the PARCC Operational Assessment, Contractor shall maintain a 99.95% Uptime level for each instance of TestNav Application Services and each instance of PearsonAccess Application Services provided to PARCC Participating States, which means that each instance of each Application Service will be accessible 99.95% of the time during any calendar month during testing an Assessment Window, except as provided below for scheduled maintenance.

During the periods between established Assessment Windows, Contractor shall maintain a 99.5% Uptime level for each instance of TestNav Application Services and each instance of PearsonAccess Application Services provided to PARCC, which means that each instance of each Application Service will be accessible 99.5% of the time during any calendar month between testing administration windows, except as provided below for Excluded Events, such as scheduled maintenance.

Uptime Percentage	Tolerated System Unavailability (not including excluded events)
99.95%	Cumulative Unavailability 21.9 minutes per calendar month
99.5%	Cumulative Unavailability 3.65 hours per calendar month

- a. **Definitions:** The following definitions shall apply to the terms referenced in this paragraph:
- i. "Uptime" percentage will be calculated per calendar month, as follows
 
$$\left[ \left( \frac{\text{total} - \text{nonexcluded}}{\text{total}} \right) * 100 \right] = \text{Uptime percentage}$$
  - ii. "total" in the numerator constitutes the total number of minutes that the service is functioning without error or disruption during the 14 hours/day (available for testing), not including weekends and national holidays in each applicable month.
  - iii. "total" in the denominator constitutes the total number of minutes in the 14 hours/day (available for testing) multiplied by the number of days of testing in the calendar month less weekends and national holidays in each applicable calendar month.
  - iv. "nonexcluded" constitutes the total number of minutes of System Unavailability during the applicable calendar month that is not attributable to Excluded Events, as defined in paragraph (D) herein.
  - v. "System Unavailability" will be measured as:
    - (1) the inability to access any Application Services from Contractor's designated monitoring locations around the world for more than 20 minutes during the period between testing administration windows, or more than 5 consecutive minutes during an Operational Assessment Administration; or
    - (2) the inability for a school, district, or other authorized PARCC user to access the Application Services due to System Disruption(s) that might

not be detected from Contractor's designated monitoring locations for more than 20 minutes during the period between testing administration windows or more than 5 consecutive minutes during an Operational Assessment Administration. System Unavailability/Service Disruptions for which Contractor is liable may also be determined through the Resolution process provided in paragraph (C)(3) herein.

- vi. **"Service Disruption"** is defined as an incident when, due to system slowdown, system error, system capacity, software malfunction, or other reasons within Contractor's control not including Excluded Events, the functioning of Contractor Application Services falls below service expectations to a level that interrupts, prevents, or delays student testing or submission of tests, or prevents administrative access.
- b. **Available Hours:** The Application Services will be available for user access, at minimum, all weekdays between the hours of 6:00 a.m. Eastern Time and 5:00 p.m. Pacific Time, with the exception of Excluded Events.
2. **Monitoring, Alerting, and Reporting:** Availability of Application Services, as described herein will be determined by Contractor monitoring systems configured to check each Application Service independently. Each Application Service will be considered available provided that Contractor monitoring systems can successfully log in to the Application Service. An application will be considered unavailable when Contractor monitoring systems report a failure to log in to a given service, and that failure can be confirmed either by Contractor staff or through correlating incident records. PARCC may, at its discretion, conduct activities it deems necessary and appropriate to validate the accuracy of system monitoring and reporting, subject to execution of a non-disclosure agreement and reasonable advance notice to the Contractor of any activities onsite at Contractor's facilities.
  - a. **Monitoring and Alerts:** Contractor performs two levels of system availability monitoring. The first level of monitoring covers single-URL or service monitoring. These checks are executed every 60 seconds from more than 40 locations around the United States. A second deeper level of service uptime monitoring is performed by running synthetic transactions (simulated traffic) to exercise key business transactions in the assessment system. These checks run from three locations around the country and comprise actions similar to "login", "search for student", "launch a test", "download a report" etc. Checks of this nature run every 90 seconds through the system and alerts are configured for both response time and availability for both methods of uptime monitoring. The results from these checks feed into all of our uptime calculations.
  - b. **Reporting:** Contractor will provide PARCC with a quarterly SLA Incident Report in a format substantially similar to the template provided in Exhibit A. In the event Application Services are unavailable due to functional issues that are not detectable through systems monitoring, Contractor will conduct a Root Cause Analysis and provide PARCC with a Report in a format substantially similar to the template provide in Exhibit B. Such cases of reported system unavailability not detected through systems monitoring will be reviewed by PARCC and Contractor to determine whether the cause was beyond Contractor's control, pursuant to paragraph (C)(3) herein.
3. **System Availability and Service Disruption Resolution Process:** In the event the parties do not mutually agree on the question of whether a particular issue constitutes a system issue covered by Contractor Application Services and the terms of this Agreement, rather than a local school or district-specific problem not covered by this agreement, Contractor will perform the following steps to verify:

- a. Analyze all available systems monitoring data to determine where a given fault is presenting.
- b. Collect and consider any information reported in the incident(s) to determine the most likely point of service disruption. This may require the participation of the customer and/or third-party service providers before a conclusion can be reached. If so required, PARCC will assist Contractor in accessing PARCC member state and school representatives and PARCC third party vendors.
- c. Provide a report detailing analysis and providing probable root cause.
- d. Establish agreement with PARCC on the appropriate course of action.
- e. Resolve problems for which Contractor is determined to have responsibility, following protocols established under the terms of this Price Agreement.
- f. In the event that unresolved issues remain after the above steps are performed, Contractor will bring in an independent third party, mutually agreeable to both parties, to address resolution of the remaining issues.

**D. Excluded Events:** The occurrence of the following events is hereby excluded from Contractor's availability guarantee under this Agreement:

1. **Scheduled Maintenance:** Planned downtime, which shall be any period for which Contractor gives 8 hours or more notice that the services available through the PearsonAccess Internet portal will be unavailable, and which is discussed with PARCC and agreed upon by the parties in accordance with the terms of this Price Agreement, which agreement will not be unreasonably withheld.
2. **Force Majeure Events:** Provided that Contractor complies with industry standard security practices and protocols, Contractor shall not be liable for circumstances beyond Contractor's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage or other criminal act (committed by individuals or organizations neither employed nor contracted by Contractor), armed conflict, embargo, fire, flood, strike or other labor disturbance (other than by employees of Contractor and its subcontractors), interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers that Contractor could not be reasonably expected to prevent, failure of third party software not utilized by Contractor and its subcontractors, or inability to obtain raw materials, supplies, or power needed for provision of this Agreement. The inability of PARCC to access the services available through the PearsonAccess Internet portal due to Internet, telecommunications, hardware, software, user error, or other issues outside the control of Contractor.
3. **Other Issues Beyond Contractor's Control:** Contractor is not responsible for outages elsewhere on the Internet that hinder access to the Application Services. Contractor is not responsible for browser or DNS caching that may make the Contractor System appear inaccessible when others can still access it. Contractor will guarantee only those areas considered under the control of Contractor as defined herein.

**E. Customer Call Center Support Service Levels:** Contractor shall provide coordinated toll-free call center, chat, and email-based customer support with established escalation and resolution protocols to assist authorized users with implementation, administrative, and technical difficulties as they implement the PARCC Online Assessment Activities in schools. Contractor's call center support obligation shall not extend to providing support for parents or public users that may access publically available websites or PARCC assessment tools. Contractor will provide the following levels of help desk customer support to PARCC member schools and educators. Contractor will provide the following levels of help desk customer support:

1. **Customer Support Levels:** The following definitions shall apply to the various levels of customer support referenced herein:
  - a. **Customer Support Level 1:** The most basic level of call center support including general inquiries, non-technical questions, password recovery, website navigation assistance, basic procedural "how-to" questions.
  - b. **Customer Support Level 2:** Intermediate level call center support for issues not resolved by Level 1 help desk. Level 2 customer support personnel may be trained for scripted and non-scripted customer interactions. For PARCC this might include response to common mid-level technical questions such as local system set-up or data formatting, as well as solutions to other identified issues that may be more technical, but for which systems engineers have provided resolution methods.
  - c. **Customer Support Level 3:** Most technical level of support for issues not resolved by the Level 2 call center. Level 3 issues are handled by systems engineers and other technical experts and may require multiple interactions with the customer before the issue is resolved.
2. **General Customer Call Center Support Requirements:** Contractor will have support staff available during the Service Hours defined herein.
3. **Force Majeure Events:** Provided that Contractor complies with industry standard practices and protocols, Contractor shall not be liable for failing to meet the Customer Call Center Service Levels detailed in paragraph (4)(c) herein, in the event such failure was beyond Contractor's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage or other criminal act (committed by individuals or organizations neither employed nor contracted by Contractor), armed conflict, embargo, fire, flood, strike or other labor disturbance (other than by employees of Contractor and its subcontractors), interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers that Contractor could not be reasonably expected to prevent, failure of third party software not utilized by Contractor and its subcontractors, or inability to obtain raw materials, supplies, or power needed for provision of this Agreement.
4. **Customer Call Center Support Requirements:** Contractor shall consistently meet the following service levels for customer service and help desk support including response time, resolution rates, effective escalation, and availability:
  - a. **Toll Free Number:** Contractor shall have in place a customer service toll free number call center for schools and districts to call for assistance with all aspects of the Online Assessment Services. Contractor shall open a Service Ticket for each customer service call received, and a Service Ticket shall be considered "Closed" upon the successful resolution of the question which prompted the customer call. "Customer Contact" is defined as the time Contractor and customer begin live conversation."
  - b. **E-mail Customer Support:** Contractor shall provide an email address for schools and districts, and e-mail support will be available during the same hours as the phone-based assistance.
  - c. **Required Call Center Service Levels During Testing:**
    - i. Average speed to answer time per hour of not greater than 5 minutes

- ii. Maximum speed to answer time of not greater than 10 minutes
- iii. Not less than 80 percent of callers achieve satisfactory resolution (closed service ticket) on initial call
- iv. Not less than 85 percent of calls and emails achieve satisfactory resolution (closed service ticket) within 1 hour of making customer contact
- v. Not less than 90 percent of calls and emails achieve satisfactory resolution (closed service ticket) within 4 hours of making customer contact
- vi. Not less than 95 percent of calls and emails achieve satisfactory resolution (closed service ticket) with 8 hours of making customer contact
- vii. Not less than 99 percent of calls and emails achieve satisfactory resolution (closed service ticket) within 48 hours of making customer contact

In the event the Customer Satisfaction survey conducted at the end of the call in the first year of the contract results in at least 75% of all people that complete the survey indicating that the Contractor's customer service "met expectations" or "exceeded expectations" then the average speed to answer call time per hour can continue at five minutes in the second year of the contract. In the event the survey results indicate that less than 75% of all people that complete the survey indicate that the Contractor's customer service did not meet expectations, then the average speed to answer call time per hour will reduce to 3 minutes in the second year of the contract. In addition, Contractor's Customer Satisfaction survey shall include a question which queries the customer's experience regarding the transfer from Level One to Level Two support.

Contractor's email system shall provide an automated message to any user that sends an email, indicating (1) the user should contact Contractor through the telephone for testing disruption issues; and (2) the email has been received and to expect an email response as soon as possible and not later than within 24 hours. In the event a Contractor customer call center representative handles an email during a testing administration which indicates that the user is experiencing testing disruption, the call center representative will respond to the user with the direction for the user contact to Contractor by telephone. Contractor shall respond to e-mail inquiries within twenty-four (24) hours during non-testing periods.

- d. **Service Hours:** The service must be operational, at minimum, all weekdays (excluding major holidays) from the hours of 6:00 a.m. Eastern Time to 5:00 p.m. Pacific Time.
- e. **Help Desk Staffing Plan:** Contractor will provide for PARCC's approval a copy of the Customer Call Center staffing plan and protocols for training Call Center Support Staff. Such Plan shall detail the process by which Contractor distributes information to Call Center Support Staff during the course of a system issue to allow all staff to be aware of the status of such issues. PARCC may observe customer service training throughout the term of the contract, upon request. The intent of such observation would be to provide Contractor with feedback.
- f. **Call Center Metrics:** Contractor's Customer Call Center will provide administrative monitoring and tracking and daily reporting to PARCC of the following metrics for every hour and day that the call center is in operation.
  - Average time to answer
  - Maximum time to answer
  - Average length of call
  - Maximum length of call

- Call hold time
- Call abandonment rate
- Classification of calls in a mutually agreed form
- Percent achieving satisfactory resolution on initial call at Level 1 and at Level 2
- Percent of calls achieving satisfactory resolution within 1, 4, 8 and 24 hours
- Percent not achieving satisfactory resolution within 24 hours

**SLA Incident Summary**

**Summary of SLA Incidents**

Incident Description	Date and time (CST)	Performance Compensation
Total		

**SLA Incidents**

Description	Start date	End date	Total duration
Timing of issue	Start time	End time	
Users affected			
Administrations affected			
Performance compensation			
SLA notes			

SYSTEM UNAVAILABILITY

ROOT CAUSE ANALYSIS

<b>Date</b>	
<b>Description of the Issue</b>	
<b>Source of Issue Identification</b>	
<b>Primary Impact on Application System Users</b>	
<b>Initial or Immediate Remedial Actions Taken by Pearson</b>	
<b>Causal Factors Identified</b>	
<b>Recommended Mitigating Actions</b>	

**The Partnership for Assessment of Readiness for College and Careers (PARCC)  
Operational Assessments**

**Compensation**

**A. Definitions of Terms and Compensation Procedures:**

1. **PARCC Governing State:** A PARCC Consortium Member State that has executed a PARCC Governing State Addendum or contract to purchase services from Contractor pursuant to the terms of the Price Agreement. The parties may mutually agree in writing that a PARCC Member State that has not executed a Governing State Addendum, but that demonstrates sufficient indicia of intent as determined by the Consortium to execute a Governing State Addendum or contract to purchase services from Contractor for PARCC assessment services, may be considered a PARCC Governing State for the purposes of determining Annual Committed Student PARCC Testing Volume.
2. **PARCC Partnership Manager:** As defined in the Redlined Technical Proposal.
3. **Core Assessment Services:** Includes all services and related deliverables required by the six components of the Scope of Work: (1) Test Development; (2) Assessment Administration; (3) Psychometric Services; (4) Reporting; (5) Standards Setting; and (6) Program Management. Core Assessment Services do not include the Optional Services detailed in Paragraph (E)(2) of Exhibit A, Statement of Work, that are available to PARCC Governing States, and that may be incorporated by a PARCC Governing State in its agreement with Contractor.
4. **Assessment Window:** Each of the three time periods for administration of both PBA and EOY assessments in an Annual Assessment Period, identified in the Table below as (1) Fall/Winter Block, (2) Traditional Year, and (3) Spring Block.

Assessment Window	Grade Levels / Courses	Approximate Timing
Fall/Winter Block	ELA: Grades 9-11 Math: Algebra I, Geometry, Algebra II, *Integrated Math I-III	PBA: November – December EOY: December – January
Traditional Year	ELA: Grades 3-11 Math: Grades 3-8, Algebra I, Geometry, Algebra II, Integrated Math I-III	PBA: Mid-February – Mid-April EOY: Early April – Late May
Spring Block	ELA: Grades 9-11 Math: Algebra I, Geometry, Algebra II, Integrated Math I-III	PBA: Early April – Mid-May EOY: Early May – Mid-June
	<i>*Integrated math is not included in the 2014 Fall/Winter Block. Fall/Winter Block 2014 PBA begins in December.</i>	

5. **Annual Assessment Period:** Shall refer to the period from July 1<sup>st</sup> to June 30<sup>th</sup> of each year during which three Assessment Windows shall occur.
6. **Contract Year:** The first year of the contract term shall be from the effective date of execution, through June 30, 2015. Each of the three subsequent contract years shall be from July 1<sup>st</sup> through June 30<sup>th</sup>.
7. **Computer Based Test (CBT):** The administration of an assessment through a computer based testing platform.
8. **Paper Based Test (PBT):** The administration of an assessment using a paper test book and answer document or consumable test booklet.
9. **Administration of CBT and PBT to Students:** A student in Grades 3-8 may not take an ELA Assessment in one mode, e.g., PBT and a Math Assessment in the other mode, e.g., CBT within a PARCC Governing State unless the state has separately negotiated and incorporated this provision in its agreement with Contractor.
10. **Grade 3-8 Assessments:** Shall mean ELA and Math Assessments for Grades 3, 4, 5, 6, 7, and 8.
11. **High School Assessments:** Shall mean the Grade 9, 10, and 11 ELA Assessments, and Algebra I, Geometry, Algebra II, and Integrated Math I-III Assessments.
12. **Count of Eligible Students to be Tested:** All students enrolled in grades 3-11 are eligible to be tested except those who qualify for an alternative assessment as provided for by the Elementary and Secondary Education Act (ESEA). All eligible students enrolled in grades 3-8 in a PARCC Governing State are expected to take the PARCC assessments and each shall count as one (1) student for the purposes of this Price Agreement. All eligible students enrolled in PARCC assessed courses that a PARCC Governing State has determined shall be tested in grades 9-11 shall count as one-half (0.5) student for each such PARCC High School Assessment administered. The Count of Eligible Students to be Tested is determined for an Annual Assessment Period by using actual enrollment data from the PARCC Governing State from the prior school year.
13. **Annual State Student Testing Commitment:** The PARCC Governing State shall report to the PARCC Partnership Manager its Student Testing Commitment for the next Annual Assessment Period not later than June 1<sup>st</sup> of the preceding school year. This commitment shall not be less than 98% of the Count of Eligible Students to be Tested for the next Annual Assessment Period.
14. **Annual PARCC Student Testing Volume:** The sum of Annual State Student Testing Commitments for all PARCC Governing States for the next Annual Assessment Period. In the event the Annual PARCC Student Testing Volume is less than 5.5 Million Students or exceeds 10 Million Students, the Parties will make a good faith effort to negotiate modified Prices.

15. **Annual PARCC Per-Student and Per-Test Price:** The applicable Per-Student Price of the Grade 3-8 Assessments and the Per-Test Price for the High School Assessments are established for the Annual Assessment Period based upon the Prices listed in the Tables in paragraph B of this SOW Attachment 3 that correspond to the Annual PARCC Student Testing Volume.
16. **Annual Estimated State Computer Based and Paper Based Testing Volume:** Each state shall report to the PARCC Partnership Manager by June 1<sup>st</sup> of the preceding school year the estimated number of students that will be administered the Computer Based Assessment and the Paper Based Assessment for the next Annual Assessment Period.
17. **Annual State Core Assessment Services Contract Value:** The PARCC Governing State's contractual compensation obligation to Contractor for Core Assessment Services for the Annual Assessment Period is determined by multiplying the State Student Testing Commitment for grades 3-8 and for courses to be tested in grades 9-11 by the corresponding Annual PARCC Per-Student Price.
18. **Annual State Total Contract Value:** The sum of the PARCC Governing State's Annual State Core Assessment Services Contract Value and any Optional Services purchased from the Contractor. The Annual State Total Contract Value is subject to Reconciliation, as detailed in Paragraph 23.
19. **Contract Value Payments:** The PARCC Governing State will make monthly payments toward the Annual State Total Contract Value for services that have been accepted in accordance with SOW Attachment 6, the PARCC Payment Schedule.
20. **Optional Assessments:** Students enrolled in courses in grades 9-11 that a PARCC Governing State has designated as "Optional" for administration of a PARCC assessment shall not be included in the Count of Eligible Students to be Tested, but shall be included in the State Annual Total Student Testing Volume and shall be counted toward the Annual PARCC Student Testing Volume.
21. **State Annual Actual Student Testing Volume:** The actual Student Testing Volume for an Annual Assessment Period in a PARCC Governing State, including the actual number of students administered Grade 3-8 Assessments, the actual number of High School Assessments administered, and Optional Assessments.
22. **Annual Total PARCC Student Testing Volume:** The sum of the State Annual Actual Student Testing Volume across all PARCC states during an Annual Assessment Period. Should this total result in PARCC achieving a higher Student Testing Volume Tier as specified in the Tables in paragraph B of this SOW Attachment 3, the price for the applicable tier will take effect pursuant to the Reconciliation process established in Paragraph 23, herein.
23. **Total Actual Compensation Reconciliation:** The Total Actual Compensation owed to Contractor for services provided during an Annual Assessment Period by a PARCC Governing State is determined by reconciling the payments made to Contractor over the Annual Assessment Period, and the following factors:

- i. The Annual State Total Contract Value, adjusted for any variance between the Committed and Actual number of Computer Based and Paper Based Tests administered to students during the Annual Assessment Period;
  - 1. This adjustment not only reconciles changes in mix count for both Computer Based and Paper Based Tests, but also for assessment types (Grade 3-8 Assessments and High School Assessments).
  - 2. In the event total Actual number falls below the Committed number, the price shall be based upon the number of Paper Based Tests actually administered plus the number of additional Grade 3-8 Computer Based Tests necessary to achieve the total Committed Compensation agreed to by the Governing State.
- ii. Plus, if applicable, the cost of any assessments administered in excess of the Annual State Student Testing Commitment;
- iii. Plus, if applicable, \$1.00 per test booklet for each Paper Based Test ordered but neither justified nor used that is in excess of the five percent (5%) overage allowed for by this price agreement. At grades 3-8 each student will receive two test booklets (PBA and EOY) for each content area (mathematics and ELA) for a total of four test booklets. The overage will be applied only for the specific test booklets that exceed the 5% overage. For high school, each student will receive two test booklets (PBA and EOY) per test. "Test booklet" refers to consumable answer documents for grade 3 and separate answer documents and test booklets for all other grades. Where testing within a state falls below the lower threshold of 98% of prior school year enrollments in tested grades and subjects, the costs for unused paper based tests in excess of the 5% overage allowance will be waived.
- iv. Plus the cost of any Optional Services for which the PARCC Governing State has contracted with Contractor to provide, e.g., the price for summer retake assessments;
- v. Plus the cost of any Scope Changes that may be incorporated in the Price Agreement pursuant to the terms of Article 14;
- vi. Less any reductions attributable to PARCC attainment of an Annual PARCC Total Student Testing Volume that results in the applicability of a higher student testing volume tier;
- vii. Less any reductions attributable to liquidated damages, other financial consequences for failure to meet requirements, as may be assessed pursuant to the terms of the Price Agreement or SOW Attachment 1, Liquidated Damages.

B. **Student Testing Volume Tiers and Per-Student Price Tables:** The following Tables shall apply to determine the applicable PARCC Per-Student Price, pursuant to the process detailed herein. For Grade 3-8 Assessments, each student in a PARCC Governing State will take the ELA and Math assessments, and therefore two (2) tests is equal to "one student" for purposes of defining Student Testing Volume hereunder. For the High School Assessments, students may take one or more assessments, and therefore one (1) assessment is equal to one-half ( $\frac{1}{2}$ ) student. The volume of High School Assessments will be calculated using the 1 test =  $\frac{1}{2}$  student ratio to determine the Student Testing Volume for the High School Assessments. In addition, a PARCC Governing State that elects to purchasing Optional Services for Human Scoring, in lieu of accepting the AI Scoring phase-in plan outlined in the SOW and Redlined Technical Proposal

shall compensate Contractor at the per-student rate established in Table E, for the applicable contract year in which such Optional Services are purchased.

**Table A – PARCC Student Testing Volume Tiers for an Annual Assessment Period**

Low Volume	Medium Volume	High Volume
5,500,000 to 7,000,000 Students	7,000,001 to 8,500,000 Students	8,500,001 to 10,000,000 Students

**Table B – Per-Student Price for Grade 3-8 Assessments (2 Tests = 1 Student)**

	Low Volume	Medium Volume	High Volume
Computer Based Test	\$23.97	\$19.97	\$18.97
Paper Based Test	\$32.97	\$28.97	\$27.97

**Table C – Per-Test Price for High School Assessments (1 Test = 0.5 Student)**

	Low Volume	Medium Volume	High Volume
Computer Based Test	\$12.47	\$10.49	\$9.99
Paper Based Test	\$17.97	\$17.49	\$16.99

**Table D – Price Per Regional Training Workshop (as specified in paragraph (E)(2)(a) of the Statement of Work**

Fixed Price Per Workshop	\$10,150
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**Table E – Price-Per Student for Human Scoring ELA for a PARCC Governing State that elects to opt-out of the AI Scoring Phase-In Plan for ELA as outlined in the SOW and Redlined Technical Proposal. Additional pricing applies to online testers only.**

Contract Year	3-8 Per Student Price	HS ELA Per Test Price
YR 1	\$0.90	\$1.10
YR 2	\$3.50	\$4.40
YR 3	\$5.27	\$6.44
YR 4	\$5.27	\$6.44
<b>AVERAGE</b>	<b>\$3.74</b>	<b>\$4.60</b>

**Table F—Price-Per Student for Human Scoring ELA for a PARCC Governing State if the percentage of items that cannot be scored by AI Scoring Phase-In Plan is more than 10% for ELA. Additional pricing applies to online testers only.**

	Low Tier		Medium Tier		High Tier	
	3-8 Per Student Price	HS ELA Per Test Price	3-8 Per Student Price	HS ELA Per Test Price	3-8 Per Student Price	HS ELA Per Test Price
Year 1	\$0.91	\$1.11	\$0.76	\$0.93	\$0.72	\$0.89
Year 2	\$3.55	\$4.42	\$2.96	\$3.72	\$2.81	\$3.54
Year 3	\$5.34	\$6.47	\$4.45	\$5.44	\$4.23	\$5.18
Year 4	\$5.34	\$6.47	\$4.45	\$5.44	\$4.23	\$5.18
Average	<b>\$3.79</b>	<b>\$4.62</b>	<b>\$3.16</b>	<b>\$3.88</b>	<b>\$3.00</b>	<b>\$3.70</b>

**Governing State Committed and Actual Contract Value Determination Process:**

1. **Payments:** A PARCC Governing State that wishes to purchase services from Contractor pursuant to this Price Agreement shall compensate the Contractor for such services based on the Annual State Total Contract Value. Payments will be made on a monthly basis for services provided and accepted by the PARCC Partnership Manager and the state in accordance with the PARCC Payment Schedule, SOW Attachment 6.
  2. **Change in Composition of PARCC Governing States:** In the event a PARCC Governing State terminates their contract with Contractor or fails to execute a contract with Contractor after their Annual State Student Testing Commitment have been added to the Annual PARCC Student Testing Volume, the Annual PARCC Testing Volume shall be revised to reflect the student testing volumes of the remaining PARCC Governing States and the per-student and per-test adjusted, if indicated, accordingly.
  3. **Reconciliation of Annual Committed and Actual Governing State Contract Value:** The PARCC Governing State shall compensate Contractor for services provided during the Annual Assessment Period based on the Total Actual Compensation Reconciliation Process specified in Paragraph 23, herein. The Reconciliation of the Annual Total PARCC Student Testing Volume shall occur no later than twenty-one days after the conclusion of the Spring Block Testing Window. The reconciliation of Compensation changes resulting to other factors identified in Paragraph 23 may occur at any time during an Annual Assessment Period, as mutually agreed upon by the parties.
  4. **Retainage:** PARCC Governing States will retain five percent (5%) of the value of a Monthly Invoice owed to Contractor, as established in SOW Attachment 6 Payment Schedule, as security for full performance of the services detailed in the SOW. The Retainage shall be released on a quarterly basis, upon verification of receipt of the services, deliverables and milestones provided in each month of the quarter. Payment of the released retainage shall be due with the next monthly invoice after the start of a new contract quarter.
- C. **AI Scoring:** If, using a methodology agreed to by the parties it is determined that the results of the AI Scoring efficacy study are not as reliable as human scoring for certain ELA Prose Constructed Response (PCRS) from the Performance-Based Assessment items, Contractor will

human score those items at no additional cost to the Procuring Agency. However, if more than 10% of the items cannot be reliably scored by Contractor's AI Scoring engine, the parties will institute a price for human scoring those items, that is proportional to the score points for those items that must be human scored as compared to the total score points for all PCR items, multiplied by the human scoring add on pricing agreed to by the parties in Table F. The Contractor will pay for human scoring for 10% of the items; the Procuring Agency will pay for any additional items that cannot be scored reliably using AI Scoring beyond 10%. "Reliable" for the purposes of this agreement means equal to or more reliable than human scoring. The additional pricing applies to online responses only.

**The Partnership for Assessment of Readiness for College and Careers (PARCC)  
Operational Assessments**

**Payment Schedule**

Each PARCC Governing State wishing to purchase Services from Contractor pursuant to the Price Agreement shall be responsible for making monthly payments to the Contractor according to this SOW Attachment 4 Payment Schedule. The terms of SOW Attachment 3 Compensation shall govern the calculation of Annual State Total Contract Value. The Total Percentage of Annual State Total Contract invoiced each month (as represented in the last column in the Payment Schedule), is a percentage of the Annual State total Contract Value. The total payments owed to Contractor shall be subject to a final reconciliation, and resulting invoice, pursuant to Paragraph 23 of SOW Attachment 3.

PAYMENT SCHEDULE TABLE FOLLOWS

SOW Attachment 4 Payment Schedule - Year 1

Monthly Invoice Date	Line Number	Milestone Component	Milestone Description	Evidence of Completion or Progress of Milestone/Deliverable	Total Percentage of Annual State Total Contract Value Invoiced***
07/30/14	1	Program Management	PROJECT MANAGEMENT PLAN Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes	Deliverables posted to PARCC sharepoint site. Evidence of posting.	15%
	2	Test Development	OPERATIONAL YEAR 1 TEST DEVELOPMENT PLAN Maintenance of PARCC assessment specifications; Annual Test Development Plan, Annual Data Review Plan, Review Schedule to PARCC, Meeting plans for Sept meetings	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	3	Assessment Administration	AI RESEARCH DESIGN FORM PULL PLAN Test Construction Specifications, Form Design Templates, Print Specifications, Packaging Specifications, Pre-ID specifications	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	4	Psychometric Services	DRAFT RESEARCH STUDY PLANS	Deliverables posted to PARCC sharepoint site. Evidence of posting	
	5	Reporting	N/A	N/A	
	6	Standard Setting	Plan for PLDs, timeline for meeting logistics, deliver planned methodology/quality plan, study plans for studies 1-3, draft study report study 2	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	7	Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
08/29/14	8	Test Development	Maintenance of PARCC assessment specifications	Deliverables posted to PARCC sharepoint site. Evidence of posting.	5%
	9	Assessment Administration	Forms review meeting plans, Forms review training materials drafts	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	10	Psychometric Services	N/A	N/A	
	11	Reporting	N/A	N/A	
	12	Standard Setting	Draft Study report for Study 1, Final report study 2	Deliverables posted to PARCC sharepoint site. Evidence of posting.	

Monthly Invoice Date	Line Number	Milestone Component	Milestone Description	Evidence of Completion or Progress of Milestone/Deliverable	Total Percentage of Annual State Total Contract Value Invoiced
09/30/14	13	Program Management	Bi-Weekly Program Dashboard, Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes; Quarterly Financial Report	Deliverables posted to PARCC sharepoint site. Evidence of posting.	5%
	14	Test Development	Maintenance of PARCC assessment specifications	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	15	Assessment Administration	N/A	N/A	
	16	Psychometric Services	Privacy and Security Plan	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	17	Reporting	N/A	N/A	
	18	Standard Setting	Draft Study report for study 3, Final study report study 1	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	19	Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	20	Test Development	Maintenance of PARCC assessment specifications, Evidence of Sept meetings	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
10/30/14	21	Assessment Administration	Forms review training final, Training Materials Fall Block, Student and Org Data Fall Block, Enrollment Report by State, Mock Data test plan, Test data meeting plan, Fall Block Scoring specifications	Deliverables posted to PARCC sharepoint site and/or PearsonAccess. Evidence of posting.	6%
	22	Psychometric Services	Specifications for Data Forensics for Fall Block	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	23	Reporting	N/A	N/A	
	24	Standard Setting	Final Study report study 3	Deliverables posted to PARCC sharepoint site. Evidence of posting.	

Monthly Invoice Date	Line Number	Milestone Component	Milestone Description	Evidence of Completion or Progress of Milestone/Deliverable	Total Percentage of Annual State Total Contract Value Invoiced***
11/28/14	25	Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Scheduler; Monthly Risk Register; Meeting Agendas and Notes	Deliverables posted to PARCC sharepoint site. Evidence of posting.	7%
	26	Test Development	Maintenance of PARCC assessment specifications , Plans for Jan meetings	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	27	Assessment Administration	Spring Student and org Data; Spring enrollment report by State; Fall printed forms; answer documents; reference sheets and manipulatives; Deliver Mock Data; High School Practice Tests; Automated Scoring Study Report.	Deliverables posted to PARCC sharepoint site. Evidence of posting; Hard copies of Paper Forms; High School Practice Tests available on TestNav.	
	28	Psychometric Services	N/A	N/A	
	29	Reporting	N/A	N/A	
	30	Standard Setting	N/A	N/A	
	31	Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Scheduler; Monthly Risk Register; Meeting Agendas and Notes; Quarterly Financial Report	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
12/30/14	32	Test Development	Maintenance of PARCC assessment specifications , Plans for Feb meetings		8%
	34	Assessment Administration	<b>SUCCESSFULLY DELIVER FALL BLOCK PBA SCHEDULED ASSESSMENTS (with the exception of Integrated Math 1, 2 and 3).</b> Forms management Metadata , Fall Computer forms, Spring Paper forms, Fall PBA Large Print and Braille, Deliver Test Materials Complete for Fall PBA. Packaging Specifications Spring, Grades 3-8 Mathematics Practice Tests.	<b>REFERENCE SPECS THAT MUST BE MET</b> Deliverables posted to PARCC sharepoint site and/or PearsonAccess. Evidence of posting; Practice Tests posted to TestNav. Hard copies of paper forms.	
	35	Psychometric Services	N/A	N/A	
	36	Reporting	Final PARCC Report Design	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	37	Standard Setting	N/A	N/A	

SOW Attachment 4 Payment Schedule - Year 1

Monthly Invoice Date	Line Number	Milestone Component	Milestone Description	Evidence of completion or Progress of Milestone/Deliverable	Total Percentage of Annual State Total Contract Value Invoiced***
01/30/15	38	Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes	Deliverables posted to PARCC sharepoint site. Evidence of posting.	7%
	39	Test Development	Maintenance of PARCC assessment specifications, Plans for March meetings	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	40	Assessment Administration	<b>SUCCESSFULLY DELIVER FALL BLOCK EOY SCHEDULED ASSESSMENTS</b> (with the exception of Integrated Math 1, 2 and 3). Forms management Metadata, Administrative Metadata Fall Block, Fall Computer forms, Fall test Data Meetings evidence, Fall EOY Large Print and Braille, Deliver Test Materials Complete for Fall EOY, Spring Training Materials, Final Evidence of Forms pull meetings, Scoring Specifications Spring, Mock Data review plans for Spring, Forms Metadata Spring, Grades 3-8 ELA Practice Tests	Deliverables posted to PARCC sharepoint site and/or PearsonAccess. Evidence of posting. Practice Tests posted to TestNav. Hard copies of paper forms.	
	41	Psychometric Services	Specifications for Data Forensics for Spring Traditional & Block Administrations	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	42	Reporting	N/A	N/A	
	43	Standard Setting	N/A	N/A	
	44	Program Management	Project Management Plan; Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	45	Test Development	Maintenance of PARCC assessment specifications, Plans for April meetings, Evidence of Jan Meetings	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	46	Assessment Administration	N/A	N/A	
2/27/2015	47	Psychometric Services	N/A	N/A	7%
	48	Reporting	N/A	N/A	
	49	Standard Setting	N/A	N/A	

SOW Attachment 4 Payment Schedule - Year 1

Monthly Invoice Date	Line Number	Milestone Component	Milestone Description	Evidence of Completion or Progress of Milestone/Deliverable	Total Percentage of Annual State Total Contract Value Invoiced***
03/30/15	50	Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes; Quarterly Financial Report	Deliverables posted to PARCC sharepoint site. Evidence of posting.	11%
	51	Test Development	Maintenance of PARCC assessment specifications, Data review plan, Plans for May meetings, Evidence of Feb meetings	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	52	Assessment Administration	Scored responses Fall Block, Rule based distribution Fall Block; Missing materials report Fall, Mock Data files Spring	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	53	Psychometric Services	Data Forensics Report Fall Block	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	54	Reporting	Timeline for reporting tasks and workflows, Reporting Plan	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	55	Standard Setting	N/A	N/A	
04/30/15	56	Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes; Annual Program Review; Annual Accounting Report, Quality metrics delivered with Annual report	Deliverables posted to PARCC sharepoint site. Evidence of posting.	6%
	57	Test Development	Maintenance of PARCC assessment specifications, Plans for June Meetings, Evidence of March Meetings	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	58	Assessment Administration	<b>SUCCESSFULLY DELIVER SPRING TRADITIONAL PBA PERFORMANCE BASED ASSESSMENTS</b> Mock Data Meeting evidence, Rangefinding responses fall, Fall training sets, Fall Validity sets, Computer based forms Spring block, Paper forms spring block.	Deliverables posted to PARCC sharepoint site and/or PearsonAccess. Evidence of posting. Practice Tests posted to PearsonAccess. Hard copies of paper forms.	
	59	Psychometric Services	N/A	N/A	
	60	Reporting	N/A	N/A	
	61	Standard Setting	Plan for participants by State.	Deliverables posted to PARCC sharepoint site. Evidence of posting.	

Monthly Invoice Date	Line Number	Milestone Component	Milestone Description	Evidence of Completion or Progress of Milestone/Deliverable	Total Percentage of Annual State Total Contract Value Invoiced***
05/29/15		Program Management	Project Management Plan, Bi-Weekly Program Dashboard, Weekly Program Management Report, Monthly Risk Register, Monthly Program Schedule, Monthly Risk Register, Meeting Agendas and Notes, Annual Program Review, Annual Accounting Report, Quality metrics delivered with Annual report	Deliverables posted to PARCC sharepoint site. Evidence of posting.	7%
		Test Development	Maintenance of PARCC assessment specifications , Plans for June meetings, Evidence of April Meetings, Annual Test Development plan, Annual data review Plan, Annual Review Schedule to PARCC , Plans for July Meetings	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	<b>SUCCESSFULLY DELIVER SPRING TRADITIONAL EOY AND SPRING BLOCK PBA ASSESSMENTS</b> Spring Test Admin, Deliver Spring test books, answer docs, ref sheets and manipulatives, Spring Large print and braille, Deliver Spring Materials, Forms Management Metadata schema posted	Deliverables posted to PARCC sharepoint site and/or PearsonAccess. Evidence of posting. Hard copies of paper forms.	
		Psychometric Services		N/A	
		Reporting		N/A	
		Standard Setting		N/A	
		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes; Quarterly Financial Report	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Test Development	Maintenance of PARCC assessment specifications and delivery to PARCC, Evidence of May Meetings, Plans for August Meetings, Evidence May Meetings	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	<b>SUCCESSFULLY DELIVER SPRING BLOCK EOY ASSESSMENTS</b> Form pull plans, Forms pull schedule	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Psychometric Services		N/A	
	Reporting		N/A		
	Standard Setting	Meeting planning documents for standard setting	Deliverables posted to PARCC sharepoint site. Evidence of posting.		
06/30/15					16%
<b>END YEAR ONE</b>					<b>100%</b>

\*\*\* See Payment Terms for Definitions

SOW Attachment 6 Payment Schedule - Year 2

Monthly Invoice Date	Line Number	Milestone Component	Milestone Description	Evidence of Completion or Progress of Milestone/Deliverable	Total Percentage of Annual State Total Contract Value Invoiced
07/30/15		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register Meeting Agendas and Notes	Deliverables posted to PARCC sharepoint site. Evidence of posting.	9%
		Test Development	Maintenance of PARCC assessment specifications, Evidence of June meetings	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Test construction Specifications, Form design templates, Print Specifications, Packaging Specifications, Pre-ID specifications	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Psychometric Services	N/A	N/A	
		Reporting	Annual technical Schema and documentation for reporting	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Standard Setting	N/A	N/A	
08/31/15		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register Meeting Agendas and Notes	Deliverables posted to PARCC sharepoint site. Evidence of posting.	9%
		Test Development	Maintenance of PARCC assessment specifications, Evidence of July meetings	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Forms review meeting plans, Forms review training materials drafts, Forms review meeting plans, Forms review training materials drafts,	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Psychometric Services	Quality specifications for final data, Electronic data files uploaded for Spring, Item level reports for use at data review, Draft Final reports for FT Studies, Data Forensics Report for Spring Traditional & Block Administrations	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Reporting	N/A	N/A	
		Standard Setting	N/A	N/A	

SOW Attachment 6 Payment Schedule - Year 2

Monthly Invoice Date	Line Number	Milestone Component	Milestone Description	Evidence of Completion or Progress of Milestone/Deliverable	Total Percentage of Annual State Total Contract Value Invoiced***
09/30/15		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes; Quarterly Financial Report	Deliverables posted to PARCC sharepoint site. Evidence of posting.	7%
		Test Development	Maintenance of PARCC assessment specifications , Evidence of August meetings	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Forms review training final, Training materials Fall Block, Student and Org Data Fall Block, Enrollment report by state, Practice Tests..	Deliverables posted to PARCC sharepoint site and/or PearsonAccess and TestNav. Evidence of posting.	
		Psychometric Services	Privacy and security Plan	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Reporting	N/A	N/A	
		Standard Setting	Evidence of Standard settings meetings completed in July and August.	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
10/30/15		Test Development	Maintenance of PARCC assessment specifications, Plans for Dec meetings	Deliverables posted to PARCC sharepoint site. Evidence of posting.	6%
		Assessment Administration	Mock Data test plan, Test data meeting plan, Fall Block Scoring specifications, Practice Tests.	Deliverables posted to PARCC sharepoint site and/or PearsonAccess. Evidence of posting. Practice Tests posted to TestNav.	
		Psychometric Services	Specifications for Data Forensics for Fall Block, Final reports for Studies		
		Reporting	N/A	N/A	
		Standard Setting	N/A	N/A	

SOW Attachment 6 Payment Schedule - Year 2

Monthly Invoice Date	Line Number	Milestone Component	Milestone Description	Evidence of Completion or Progress of Milestone/Deliverable	Total Percentage of Annual State Total Contract Value Invoiced***
11/30/15		Program Management	Bi-Weekly Program Dashboard, Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes	Deliverables posted to PARCC sharepoint site. Evidence of posting.	7%
		Test Development	Maintenance of PARCC assessment specifications, Plans for Jan meetings	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Spring Student and org Data, Spring enrollment report by State, Fall printed forms, answer documents, reference sheets and manipulatives. Deliver Mock Data.	Deliverables posted to PARCC sharepoint site. Evidence of posting. Hard copies of Paper forms.	
		Psychometric Services	Plan for Operational Technical report, Data File post Standard Setting, Final Technical Manual for Spring	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Reporting	Printed and delivered student reports, student and summary data files uploaded into data warehouse	Evidence of posting files to PearsonAccess	
		Standard Setting	N/A	N/A	
12/30/15		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes; Quarterly Financial Report	Deliverables posted to PARCC sharepoint site. Evidence of posting.	8%
		Test Development	Maintenance of PARCC assessment specifications, Plans for Feb meetings		
		Assessment Administration	Forms management Metadata, Administrative Metadata Fall Block, Fall Computer forms, Spring Paper forms, Fall test Data Meetings evidence, Fall Large print and Braille, Deliver Test Materials Complete for Fall Packaging Specifications Spring, Practice Test.	Deliverables posted to PARCC sharepoint site and/or PearsonAccess. Evidence of posting. Practice Tests posted to TestNav. Hard copies of paper forms.	
		Psychometric Services	N/A	N/A	
		Reporting	N/A	N/A	
		Standard Setting	Standard setting draft technical report (within 3 months approval of cut scores)	Deliverables posted to PARCC sharepoint site. Evidence of posting.	

SOW Attachment 6 Payment Schedule - Year 2

Monthly Invoice Date	Line Number	Milestone Component	Milestone Description	Evidence of Completion or Progress of Milestone/Deliverable	Total Percentage of Annual State Total Contract Value Invoiced ***
01/29/16		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes	Deliverables posted to PARCC sharepoint site. Evidence of posting.	7%
		Test Development	Maintenance of PARCC assessment specifications , Plans for March meetings	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Spring Training Materials, Final Evidence of Forms pull meetings, Deliver Test Admin complete for Fall Block, Scoring Specifications Spring, Training materials for Spring Admin, Mock Data review plans for Spring, Forms Metadata Spring, Practice Tests,	Deliverables posted to PARCC sharepoint site and/or PearsonAccess. Evidence of posting. Practice Tests posted to TestNav. Hard copies of paper forms.	
		Psychometric Services	Specifications for Data Forensics for Spring Traditional & Block	Deliverables posted to PARCC sharepoint site.	
		Reporting	N/A	N/A	
		Standard Setting	N/A	N/A	
		Program Management	Project Management Plan; Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Test Development	Maintenance of PARCC assessment specifications , Evidence of Jan Meetings	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Training materials Spring Block	Deliverables posted to PARCC sharepoint site and/or PearsonAccess. Evidence of posting. Practice Tests posted to PearsonAccess. Hard copies of paper forms.	
		Psychometric Services	N/A	N/A	
2/29/2016		Reporting		N/A	7%
		Standard Setting	N/A	N/A	
		Standard Setting	N/A	N/A	

SOW Attachment 6 Payment Schedule - Year 2

Monthly Invoice Date	Line Number	Milestone Component	Milestone Description	Evidence of Completion or Progress of Milestone/Deliverable	Total Percentage of Annual State Total Contract Value Invoiced***
03/30/16		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes; Quarterly Financial Report	Deliverables posted to PARCC sharepoint site. Evidence of posting.	11%
		Test Development	Maintenance of PARCC assessment specifications, Data review plan, Evidence of Feb meetings	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Scored responses fall Block, Rule based distribution Fall Block, Missing materials report Fall, Mock Data files Spring	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Psychometric Services	Data Forensics report Fall Block	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Reporting	N/A	N/A	
		Standard Setting	Standard Setting Technical Report Final (within 6 weeks after feedback)	N/A	
04/29/16		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes; Annual Program Review; Annual Accounting Report, Quality metrics delivered with Annual report	Deliverables posted to PARCC sharepoint site. Evidence of posting.	6%
		Test Development	Maintenance of PARCC assessment specifications, Evidence of March Meetings	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Mock Data Meeting evidence, Ranging/finding responses fall, Fall training sets, Fall Validity sets, Computer based forms Spring block, Paper forms spring block.	Deliverables posted to PARCC sharepoint site and/or PearsonAccess. Evidence of posting. Practice Tests posted to PearsonAccess. Hard copies of paper forms.	
		Psychometric Services	N/A	N/A	
		Reporting	N/A	N/A	
		Standard Setting	N/A	N/A	

SOW Attachment 6 Payment Schedule - Year 2

Monthly Invoice Date	Line Number	Milestone Component	Milestone Description	Evidence of Completion or Progress of Milestone/Deliverable	Total Percentage of Annual State Total Contract Value Invoiced***
05/30/16		Program Management	Project Management Plan,Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes; Annual Program Review; Annual Accounting Report, Quality metrics delivered with Annual report	Deliverables posted to PARCC sharepoint site. Evidence of posting.	7%
		Test Development	Maintenance of PARCC assessment specifications , Annual Test Development plan, Annual data review Plan, Annual Review Schedule to PARCC , Any meeting plans or evidence as applicable	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Spring Test Admin, Deliver Spring test books, answer docs, ref sheets and manipulatives, Spring Large print and braille, Deliver Spring Materials, Forms Management Metadata schema posted.	Deliverables posted to PARCC sharepoint site and/or PearsonAccess. Evidence of posting; Practice Tests posted to PearsonAccess. Hard copies of paper forms.	
		Psychometric Services	Item level data Spring; Annual quality control Specifications	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Reporting	Fall Block reporting	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
06/30/16		Standard Setting	N/A	N/A	16%
		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes; Quarterly Financial Report	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Test Development	Maintenance of PARCC assessment specifications , Any meeting plans or evidence as applicable	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Spring Traditional Electronic Data files loaded to PARCC data management system, Form pull plans, Forms pull schedule	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Psychometric Services		N/A	
	Reporting		N/A		
	Standard Setting		N/A		

END YEAR TWO

100%

\*\*\* See Payment Terms for Definitions

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SOW Attachment 6 Payment Schedule - Year 3

Monthly Invoice Date	Line Number	Milestone Component	Milestone Description	Evidence of Completion or Progress of Milestone/Deliverable	Total Percentage of Annual State Total Contract Value Invoiced ***
07/29/16		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes	Deliverables posted to PARCC sharepoint site. Evidence of posting.	9%
		Test Development	Maintenance of PARCC assessment specifications , Any meeting plans or evidence as applicable	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Test construction Specifications, Form design templates, Print Specifications, Packaging Specifications, Pre-ID specifications	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Psychometric Services	N/A	N/A	
		Reporting	Annual technical Schema and documentation for reporting	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Standard Setting	N/A	N/A	
		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Test Development	Maintenance of PARCC assessment specifications , Any meeting plans or evidence as applicable	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Forms review meeting plans, Forms review training materials drafts,	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Psychometric Services	Electronic data files uploaded for Spring, Data Forensics Report for Spring Traditional & Block Administrations	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
08/30/16		Reporting	Spring traditional reporting completed	Deliverables posted to PARCC sharepoint site. Evidence of posting.	9%
		Standard Setting	N/A	N/A	

SOW Attachment 6 Payment Schedule - Year 3

Monthly Invoice Date	Line Number	Milestone Component	Milestone Description	Evidence of Completion or Progress of Milestone/Deliverable	Total Percentage of Annual State Total Contract Value Invoiced ***
09/30/16		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes; Quarterly Financial Report	Deliverables posted to PARCC sharepoint site. Evidence of posting.	7%
		Test Development	Maintenance of PARCC assessment specifications , Any meeting plans or evidence as applicable	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Forms review training final, Training materials Fall Block, Student and Org Data Fall Block, Enrollment report by state, Practice Tests..	Deliverables posted to PARCC sharepoint site and/or PearsonAccess and TestNav. Evidence of posting.	
		Psychometric Services	Privacy and Security Plan, Electronic Data files loaded to PARCC data management System Spring block	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Reporting	Spring Block reporting completed	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Standard Setting	N/A	N/A	
		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
10/31/16		Test Development	Maintenance of PARCC assessment specifications , Any meeting plans or evidence as applicable	Deliverables posted to PARCC sharepoint site. Evidence of posting.	6%
		Assessment Administration	Mock Data test plan, Test data meeting plan, Fall Block Scoring specifications; Practice Tests	Deliverables posted to PARCC sharepoint site and/or PearsonAccess. Evidence of posting. Practice Tests posted to TestNav.	
		Psychometric Services	Specifications for Data Forensics for Fall Block	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Reporting		N/A	
		Standard Setting	N/A	N/A	

SOW Attachment 6 Payment Schedule - Year 3

Monthly Invoice Date	Line Number	Milestone Component	Milestone Description	Evidence of Completion or Progress of Milestone/Deliverable	Total Percentage of Annual State Total Contract Value Invoiced***
11/30/16		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes	Deliverables posted to PARCC sharepoint site. Evidence of posting.	7%
		Test Development	Maintenance of PARCC assessment specifications , Any meeting plans or evidence as applicable	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Spring Student and org Data, Spring enrollment report by State. Fall printed forms, answer documents, reference sheets and manipulatives. Deliver Mock Data.	Deliverables posted to PARCC sharepoint site. Evidence of posting. Hard copies of Paper forms.	
		Psychometric Services		N/A	
12/30/16		Reporting	N/A	N/A	8%
		Standard Setting	N/A	N/A	
		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes; Quarterly Financial Report	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Test Development	Maintenance of PARCC assessment specifications , Any meeting plans or evidence as applicable	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Forms management Metadata, Administrative Metadata Fall Block, Fall Computer forms, Spring Paper forms, Fall test Data Meetings evidence, Fall Large print and Braille, Deliver Test Materials Complete for Fall Packaging Specifications Spring, Practice Test	Deliverables posted to PARCC sharepoint site and/or PearsonAccess. Evidence of posting; Practice Tests posted to TestNav. Hard copies of paper forms.	8%
		Psychometric Services	N/A	N/A	
		Reporting	Updated report designs for 2016-17 if necessary	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Standard Setting	N/A	N/A	

Monthly Invoice Date	Line Number	Milestone Component	Milestone Description	Evidence of Completion or Progress of Milestone/Deliverable	Total Percentage of Annual State Total Contract Value Invoiced***
01/30/17		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes	Deliverables posted to PARCC sharepoint site. Evidence of posting.	7%
		Test Development	Maintenance of PARCC assessment specifications , Any meeting plans or evidence as applicable	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Spring Training Materials, Final Evidence of Forms pull meetings, Deliver Test Admin complete for Fall Block, Scoring Specifications Spring, Training materials for Spring Admin, Mock Data review plans for Spring, Forms Metadata Spring, Practice Test	Deliverables posted to PARCC sharepoint site and/or PearsonAccess. Evidence of posting. Practice Tests posted to Testnav. Hard copies of paper forms.	
		Psychometric Services	Specifications for Data Forensics for Spring Traditional & Block Administrations	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Reporting	N/A	N/A	
		Standard Setting	N/A	N/A	
		Program Management	Project Management Plan; Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Test Development	Maintenance of PARCC assessment specifications , Any meeting plans or evidence as applicable	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Training materials Spring Block	Deliverables posted to PARCC sharepoint site and/or PearsonAccess.	
		Psychometric Services	Electronic student results uploaded for Fall block	Deliverables posted to PARCC sharepoint site and/or PearsonAccess.	
02/28/2017		Reporting	N/A	N/A	7%
		Standard Setting	N/A	N/A	
		Standard Setting	N/A	N/A	

Monthly Invoice Date	Line Number	Milestone Component	Milestone Description	Evidence of Completion or Progress of Milestone/Deliverable	Total Percentage of Annual State Total Contract Value Invoiced***
03/30/17		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes; Quarterly Financial Report	Deliverables posted to PARCC sharepoint site. Evidence of posting.	11%
		Test Development	Maintenance of PARCC assessment specifications , Any meeting plans or evidence as applicable	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Scored responses fall Block, Rule based distribution Fall Block; Missing materials report Fall, Mock Data files Spring	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Psychometric Services	Data Forensics report Fall Block	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Reporting	N/A	N/A	
		Standard Setting	N/A	N/A	
04/28/17		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes; Annual Program Review; Annual Accounting Report, Quality metrics delivered with Annual report	Deliverables posted to PARCC sharepoint site. Evidence of posting.	6%
		Test Development	Maintenance of PARCC assessment specifications , Any meeting plans or evidence as applicable	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Mock Data Meeting evidence, Ranging/finding responses fall, Fall training sets; Fall Validity sets, Computer based forms Spring block, Paper forms spring block.	Deliverables posted to PARCC sharepoint site and/or PearsonAccess. Evidence of posting; Practice Tests posted to PearsonAccess. Hard copies of paper forms.	
		Psychometric Services	N/A	N/A	
		Reporting	N/A	N/A	
		Standard Setting	N/A	N/A	

Monthly Invoice Date	Line Number	Milestone Component	Milestone Description	Evidence of Completion or Progress of Milestone/Deliverable	Total Percentage of Annual State Total Contract Value Invoiced ***
05/30/17		Program Management	Project Management Plan, Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes; Annual Program Review; Annual Accounting Report; Quality metrics delivered with Annual report	Deliverables posted to PARCC sharepoint site. Evidence of posting.	7%
		Test Development	Maintenance of PARCC assessment specifications , Annual Test Development plan, Annual data review Plan, Annual Review Schedule to PARCC, Any meeting plans or evidence as applicable	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Spring Test Admin, Deliver Spring test books, answer docs, ref sheets and manipulatives, Spring Large print and braille, Deliver Spring Materials, Forms Management Metadata schema posted.	Deliverables posted to PARCC sharepoint site and/or PearsonAccess. Evidence of posting. Practice Tests posted to PearsonAccess. Hard copies of paper forms.	
		Psychometric Services	Annual quality control Specifications	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Reporting	Fall Block reporting completed	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Standard Setting	N/A	N/A	
		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes; Quarterly Financial Report	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
06/30/17		Test Development	Maintenance of PARCC assessment specifications , Any meeting plans or evidence as applicable	Deliverables posted to PARCC sharepoint site. Evidence of posting.	16%
		Assessment Administration	Form pull plans, Forms pull schedule	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Psychometric Services	Spring Traditional Electronic Data files loaded to PARCC data management system,	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Reporting	N/A	N/A	
		Standard Setting	N/A	N/A	
<b>END YEAR THREE</b>					<b>100%</b>

\*\*\* See Payment Terms for Definitions

Monthly Invoice Date	Line Number	Milestone Component	Milestone Description	Evidence of Completion or Progress of Milestone/Deliverable	Total Percentage of Annual State Total Contract Value Invoiced ***
07/31/17		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes	Deliverables posted to PARCC sharepoint site. Evidence of posting.	9%
		Test Development	Maintenance of PARCC assessment specifications, Any meeting plans or evidence as applicable	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Test construction Specifications, Form design templates, Print Specifications, Packaging Specifications, Pre-ID specifications	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Psychometric Services	N/A	N/A	
		Reporting	Annual technical Schema and documentation for reporting	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
08/30/17		Standard Setting	N/A	N/A	9%
		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Test Development	Maintenance of PARCC assessment specifications, Any meeting plans or evidence as applicable	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Forms review meeting plans; Forms review training materials drafts.	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Psychometric Services	Electronic data files uploaded for Spring; Data Forensics Report for Spring Traditional & Block Administrations	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	Reporting	Spring traditional reporting completed	Deliverables posted to PARCC sharepoint site. Evidence of posting.		
		Standard Setting	N/A	N/A	

Monthly Invoice Date	Line Number	Milestone Component	Milestone Description	Evidence of Completion or Progress of Milestone/Deliverable	Total Percentage of Annual State Total Contract Value Invoiced***
09/29/17		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes; Quarterly Financial Report	Deliverables posted to PARCC sharepoint site. Evidence of posting.	7%
		Test Development	Maintenance of PARCC assessment specifications , Any meeting plans or evidence as applicable	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Forms review training final; Training materials Fall Block, Student and Org Data Fall Block, Enrollment report by state, Practice Tests.	Deliverables posted to PARCC sharepoint site and/or PearsonAccess and TestNav. Evidence of posting.	
		Psychometric Services	Privacy and Security Plan, Electronic Data files loaded to PARCC data management System Spring block	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Reporting	Spring Block reporting completed	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Standard Setting	N/A	N/A	
		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
10/30/17		Test Development	Maintenance of PARCC assessment specifications , Any meeting plans or evidence as applicable	Deliverables posted to PARCC sharepoint site. Evidence of posting.	6%
		Assessment Administration	Mock Data test plan, Test data meeting plan, Fall Block Scoring specifications, Practice Tests	Deliverables posted to PARCC sharepoint site and/or PearsonAccess. Evidence of posting. Practice Tests posted to TestNav.	
		Psychometric Services	Specifications for Data Forensics for Fall Block	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Reporting		N/A	
		Standard Setting	N/A	N/A	

SOW Attachment 6 Payment Schedule - Year 4

Monthly Invoice Date	Line Number	Milestone Component	Milestone Description	Evidence of Completion or Progress of Milestone/Deliverable	Total Percentage of Annual State Total Contract Value Invoiced***
11/30/17		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes	Deliverables posted to PARCC sharepoint site. Evidence of posting.	7%
		Test Development	Maintenance of PARCC assessment specifications , Any meeting plans or evidence as applicable	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Spring Student and org Data, Spring enrollment report by State, Fall printed forms, answer documents, reference sheets and manipulatives. Deliver Mock Data.	Deliverables posted to PARCC sharepoint site. Evidence of posting. Hard copies of Paper forms.	
		Psychometric Services		N/A	
		Reporting		N/A	
12/29/17		Standard Setting	N/A	N/A	8%
		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes; Quarterly Financial Report	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Test Development	Maintenance of PARCC assessment specifications , Any meeting plans or evidence as applicable	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Forms management Metadata, Administrative Metadata Fall Block, Fall Computer forms, Spring Paper forms, Fall test Data Meetings evidence, Fall Large print and Braille, Deliver Test Materials Complete for Fall Packaging Specifications Spring, Practice Test.	Deliverables posted to PARCC sharepoint site and/or PearsonAccess. Evidence of posting. Practice Tests posted to Testnav. Hard copies of paper forms.	
		Psychometric Services	N/A	N/A	
	Reporting		Updated report designs for 2016-17 if necessary	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Standard Setting	N/A	N/A	

Monthly Invoice Date	Line Number	Milestone Component	Milestone Description	Evidence of Completion or Progress of Milestone/Deliverable	Total Percentage of Annual State Total Contract Value Invoiced***
01/30/18		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes	Deliverables posted to PARCC sharepoint site. Evidence of posting.	7%
		Test Development	Maintenance of PARCC assessment specifications, Any meeting plans or evidence as applicable	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Spring Training Materials; Final Evidence of Forms pull meetings; Deliver Test Admin complete for Fall Block; Scoring Specifications Spring; Training materials for Spring Admin; Mock Data review plans for Spring; Forms Metadata Spring; Practice Test	Deliverables posted to PARCC sharepoint site and/or PearsonAccess. Evidence of posting; Practice Tests posted to TestNav. Hard copies of paper forms.	
		Psychometric Services	Specifications for Data Forensics for Spring Traditional & Block Administrations	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Reporting	N/A	N/A	
		Standard Setting	N/A	N/A	
		Program Management	Project Management Plan; Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Test Development	Maintenance of PARCC assessment specifications, Any meeting plans or evidence as applicable	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Training materials Spring Block	Deliverables posted to PARCC sharepoint site and/or PearsonAccess.	
		Psychometric Services	Electronic student results uploaded for Fall block	Deliverables posted to PARCC sharepoint site and/or PearsonAccess.	
02/28/2018		Reporting	N/A	N/A	7%
		Standard Setting	N/A	N/A	
		Standard Setting	N/A	N/A	

Monthly Invoice Date	Line Number	Milestone Component	Milestone Description	Evidence of Completion or Progress of Milestone/Deliverable	Total Percentage of Annual State Total Contract Value Invoiced***
03/30/18		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes; Quarterly Financial Report	Deliverables posted to PARCC sharepoint site. Evidence of posting.	11%
		Test Development	Maintenance of PARCC assessment specifications , Any meeting plans or evidence as applicable	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Assessment Administration	Scored responses fall Block, Rule based distribution Fall Block, Missing materials report Fall, Mock Data files Spring	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Psychometric Services	Data Forensics Report Fall Block	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
04/30/18		Reporting	N/A	N/A	6%
		Standard Setting	N/A	N/A	
		Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes; Annual Program Review; Annual Accounting Report, Quality metrics delivered with Annual report	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
		Test Development	Maintenance of PARCC assessment specifications , Any meeting plans or evidence as applicable	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
04/30/18		Assessment Administration	Mock Data Meeting evidence, Ranging responses fall, Fall training sets, Fall Validity sets, Computer based forms Spring block, Paper forms spring block.	Deliverables posted to PARCC sharepoint site and/or PearsonAccess. Evidence of posting. Practice Tests posted to PearsonAccess. Hard copies of paper forms.	6%
		Psychometric Services	N/A	N/A	
		Reporting	N/A	N/A	
		Standard Setting	N/A	N/A	

\*\*\* See Payment Terms for Definitions

Monthly Invoice Date	Line Number	Milestone Component	Milestone Description	Evidence of Completion or Progress of Milestone/Deliverable	Total Percentage of Annual State Total Contract Value Invoiced***
05/30/18	67	Program Management	Project Management Plan, Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes; Annual Program Review; Annual Accounting Report; Quality metrics delivered with Annual report	Deliverables posted to PARCC sharepoint site. Evidence of posting.	7%
	68	Test Development	Maintenance of PARCC assessment specifications , Any meeting	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	69	Assessment Administration	Spring Test Admin, Deliver Spring test books, answer docs, ref sheets and manipulatives; Spring Large print and braille; Deliver Spring Materials, Forms Management Metadata schema posted.	Deliverables posted to PARCC sharepoint site and/or PearsonAccess. Evidence of posting. Practice Tests posted to TestNav. Hard copies of paper forms.	
	70	Psychometric Services	Annual Quality Control Specifications	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	71	Reporting	Fall Block reporting completed	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	72	Standard Setting	N/A	N/A	
	67	Program Management	Bi-Weekly Program Dashboard; Weekly Program Management Report; Monthly Risk Register; Monthly Program Schedule; Monthly Risk Register; Meeting Agendas and Notes; Quarterly Financial Report	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
06/29/18	68	Test Development	Maintenance of PARCC assessment specifications , Any meeting evidence as applicable	Deliverables posted to PARCC sharepoint site. Evidence of posting.	16%
	69	Assessment Administration	N/A	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	70	Psychometric Services	Spring Traditional Electronic Data files loaded to PARCC data management system	Deliverables posted to PARCC sharepoint site. Evidence of posting.	
	71	Reporting	N/A	N/A	
	72	Standard Setting	N/A	N/A	
<b>END YEAR FOUR</b>					<b>100%</b>

PARCC Liquidated Damages Appendix 1

Deliverables		*Liquidated Damages Classification
<b>Deliverables for Section V.A.1.B. Technology Requirements for Test Development</b>		
1	Interoperability Conformance and Validation The Contractor will be responsible for creating and executing a quality assurance plan approved by the Partnership to validate that assessment items developed under this Contract conform to the Partnership's interoperability standards and will display, function, capture student responses, and score properly in an interoperable manner defined by the Partnership and the U.S. Department of Education, as detailed in Section V.B.1.	CRITICAL
<b>Deliverables for Section V.A.1.C. Item Development Planning &amp; Targets</b>		
2	Deliver annually, all items, tasks, texts, stimulus materials, and scoring materials (including answer keys, rubrics, and plausible student responses matched to each of the score points on the rubrics) adhering to PARCC specifications described in Sections V.A.1.A.-V.A.1.D, including but not limited to: Contractor will develop items that allow for accessibility features and accommodations that preserve the constructs targeted for measurement in each assessment item in order to increase access for all students. Contractor will apply the appropriate interoperability tagging of accessibility features to ensure portability of delivery for the online delivery platform.	EXTREMELY CRITICAL
<b>Deliverables for Section V.A.1.I. Test Development Specifications</b>		
3	Deliver Annual Test Development Specifications	CONSEQUENTIAL
<b>Deliverables for Section V.B.1. Technology Requirements</b>		
4	Provide services and functionalities required in V.B.1, according to timeline agreed upon in baseline project schedule, for shared services system.	CRITICAL
5	Test registration that meets requirements and is available on-time, on first day of registration window for each administration	EXTREMELY CRITICAL
6	Begin online test delivery that meets requirements and is on-time for each assessment administration window no later than 7am ET	EXTREMELY CRITICAL
7	Provide item banking that meets requirements: support the secure management of assessment items at various stages of development and deployment, as well as descriptive item metadata, forms metadata, and test administration statistical metadata.	EXTREMELY CRITICAL
<b>Deliverables for Section V.B.2.B. Security</b>		
8	Deliver Security Plan	CONSEQUENTIAL
<b>Deliverables for Section V.B.2.C. Test Form Construction</b>		
9	Deliver Test Construction Specifications	CONSEQUENTIAL
10	Deliver Computer-Based Forms	CRITICAL
11	Deliver Paper-Based Forms	CRITICAL
<b>Deliverables for Section V.B.2.D Training Materials and Test Manuals</b>		
12	Deliver Training Materials, includes coordinated communications related to test registration and test delivery with all PARCC	CONSEQUENTIAL

PARCC Liquidated Damages Appendix 1

	stakeholders as described in section V.B.1.	
13	Deliver Test Administration Manuals	CONSEQUENTIAL
<b>Deliverables for Section V.B.2.E. Student Registration</b>		
14	Provide Enrollment Reports by State, based on Student and Organizational Registration Data, after close of each administration registration window	CRITICAL
<b>Deliverables for Section V.B.2.F. Print Materials</b>		
15	Test Books and Answer Documents meet requirements	EXTREMELY CRITICAL
16	Mathematics Reference Sheets meet requirements	CRITICAL
<b>Deliverables for Section V.B.2.F Pre-Identification</b>		
17	Deliver Pre-Identification Labels	CRITICAL
<b>Deliverables for Section V.B.2.I. Packaging, Distribution, and Retrieval</b>		
18	Deliver Large Print & Braille Materials	CRITICAL
19	Deliver Test Materials (includes test books, answer documents, mathematics reference sheets, manipulatives)	CRITICAL
<b>Deliverables for Section V.B.2.J. Scanning and Editing Student Responses</b>		
20	Upload images of paper-based and online student responses to Data Warehouse, with the exception of TEI items.	CRITICAL
<b>Deliverables for Section V.B.2.K. Scoring</b>		
21	Deliver Scoring Specifications	CONSEQUENTIAL
22	Deliver Handscoring Specifications	CONSEQUENTIAL
23	For each administration, deliver Rule-Based Frequency Distribution, Rangefinding Responses, Scoring Guides, Training Sets, Qualifying Sets, and Validity Sets	CRITICAL
<b>Deliverables for Section V.B.2.M. Customer Support and Help Desk</b>		
24	Integrate and Deliver Customer Support and Help Desk Services for Operational and Practice Tests (V.B.5)	See "Customer Call Center Liquidated Damages" Section
<b>Deliverables for Section V.B.3. Automated Scoring</b>		
25	Proof-of concept research design	CONSEQUENTIAL
26	Report of results of proof-of-concept study	CONSEQUENTIAL
27	Provide an annual report comparing AI and human scoring, including reliability and validity information.	EXTREMELY CRITICAL
<b>Deliverables for Section V.B.5. Practice Tests and Release of Items</b>		
28	Provide released items and modules, equivalent to two blueprint per content area, per grade for release each year. Released items and modules must include necessary permissions, as described in V.B.5. and meet delivery format, interoperability, and quality requirements.	CRITICAL
29	Meet annual requirements for on-time delivery of practice tests and scoring materials, as described in section V.B.5 of redline proposal. Scoring materials include answer keys, rubrics, anchor papers, and scoring rules for use with released items and practice tests.	CRITICAL
30	Provide computer-based and paper-based tutorial modules for each grade level/course, four per mode designed by grade-band	CONSEQUENTIAL

PARCC Liquidated Damages Appendix 1

<b>Deliverables for Section V.C.1. Data Analysis</b>		
31	Provide data analysis plan and specifications	CONSEQUENTIAL
32	Provide raw and processed data files, according to agreed file format.	EXTREMELY CRITICAL
<b>Deliverables for Section V.C.2. Data Forensics</b>		
33	Report summarizing findings of analyses described in the Data Forensics specifications no later than 2 months after the administration of the assessment.	CRITICAL
34	Database of proctors/classrooms, schools and districts that were flagged by statistical data forensic methods during the data analyses.	CRITICAL
<b>Deliverables for Section V.C.4. Technology and Data Requirements</b>		
35	Provide electronic student data files for uploading into PARCC's Data Management and Reporting System.	EXTREMELY CRITICAL
<b>Deliverables for Section V.C.6. Technical Documentation for Assessment Administration</b>		
36	Provide draft and final Technical Manual as specified in section V.C.6 of the redline proposal.	CONSEQUENTIAL
<b>Deliverables for Section V.C.7. Quality Control</b>		
37	Quality control systems verify the accuracy of the data processing, cleaning, and analyses.	EXTREMELY CRITICAL
<b>Deliverables for Section V.D.2 Data Upload &amp; Generating Reports</b>		
38	Uploaded student and summary data files as stipulated in V.C.3 for each summative and retest administration into PARCC's Data Management and Reporting System, meeting requirements in section V.B.1 for conformance to PARCC interoperability standards and guidelines, section V.C.2 for organization of data within files, section V.C.4 for uploading to Data Management and Reporting System, and V.D.1 for design of student and summary data files.	EXTREMELY CRITICAL
39	Detailed reports on when scoring/reporting errors have been discovered and protocols for correcting the error	CRITICAL
<b>Deliverables for Section V.D.3. Score Interpretation Guides</b>		
40	Separate print-ready and web-based, interactive score interpretation guides, for each of the summative and retest assessments that are inclusive of the final-report designs.	CONSEQUENTIAL
41	Translated materials to interpret parent reports of up to 10 languages.	CONSEQUENTIAL
<b>Deliverables for Section V.D.6. Paper-Based Student Reports</b>		
42	Printed and delivered paper-based student reports	EXTREMELY CRITICAL
<b>Deliverables for Section V.E.1 Standard Setting Timeline</b>		
43	Development and implementation of all standard setting activities and materials following the agreed upon milestones for all activities and materials	CRITICAL
<b>Deliverables for Section V.E.3. Standard Setting: Logistical Requirements</b>		
44	Detailed workplan for all activities that lead to the approval of final standard setting method(s) by the Partnership	CONSEQUENTIAL

**PARCC Liquidated Damages Appendix 1**

<b>Deliverables for Section V.E.5. Special Studies to Inform Standard Setting</b>		
45	The final study plan three weeks in advance of the start of the study (as described in Table V.E.1).The final plan shall be approved by PARCC before the study is conducted.	CONSEQUENTIAL
46	All data (raw, or scored, or coded or processed) collected and processed for each study provided to PARCC in a digital format specified by PARCC upon execution of the contract.	CONSEQUENTIAL
47	Final study report within two weeks after the feedback for the draft report is provided or a date mutually-agreed upon by the Partnership and the Contractor	CRITICAL
<b>Deliverables for Section V.E.6. Standard Setting Design &amp; Implementation</b>		
48	Detailed standard setting design and method(s) to be approved by PARCC GB and ACCR (by 6/10/2014) that includes information on training, use of empirical data, round-by-round implementation, panelist feedback, and evaluations and related documentation and presentations	CONSEQUENTIAL
<b>Deliverables for Section V.E.7. Review of Cut Scores</b>		
49	Final cut scores, impact data, decision consistency and accuracy, and variability (standard error) around cut scores and other relevant information in format to be approved by PARCC.	CRITICAL
<b>Deliverables for Section V.E.8. Standard Setting Technical Documentation</b>		
50	The Contractor shall complete the draft manual within 3 months of approval of final cut scores. PARCC will provide feedback on the draft and the Contractor shall complete the final report within 6 weeks of the PARCC feedback or a date mutually-agreed upon by the Partnership and the Contractor. In addition, Contractor shall include Quality control specifications as described in Section V.E.9	CONSEQUENTIAL
<b>Deliverable for Section V.E.9. Quality Control</b>		
51	Deliver quality control specifications to the Partnership that describe in detail all of the steps to be implemented to demonstrate that data input and resulting reports are correct and free of security breaches	CONSEQUENTIAL
<b>Deliverables for Section V.F.1.C. Communications Management</b>		
52	Deliver Annual Program Review, including Quality Metrics as described in V.F.1.F	CONSEQUENTIAL
<b>Deliverables for Section V.F.1.G. Risk Management</b>		
53	Deliver Monthly Risk Register	CONSEQUENTIAL

**\*Liquidated Damages Classifications:**

CONSEQUENTIAL - modest schedule of liquidated damages

CRITICAL - substantial schedule of liquidated damages

EXTREMELY CRITICAL - severe schedule of liquidated damages

**Customer Call Center Liquidated Damage**

Contractor may be assessed liquidated damages of \$50,000 for any calendar month that Contractor does not achieve, for at least ninety-five percent (95%) of the Service Hours in the calendar month:

- (a) an average speed to answer time of not greater than 5 minutes, and
- (b) a maximum speed to answer time of not greater than 10 minutes.

## **PARCC Liquidated Damages Appendix 1**

In the event the Customer Satisfaction survey conducted at the end of the call in the first year of the contract results in at least 75% of all people that complete the survey indicating that the Contractor's customer service "met expectations" or "exceeded expectations" then the average speed to answer call time per hour can continue at five minutes in the second year of the contract. In the event the survey results indicate that less than 75% of all people that complete the survey indicate that the Contractor's customer service did not meet expectations, then the average speed to answer call time per hour will reduce to 3 minutes in the second year of the contract.

### **Item Edit Liquidated Damage**

Pearson will utilize its current Item Bank to provide item development and review services during the 2014-15 and 2015-16 item development cycles. As part of the services, Pearson and PARCC will memorialize PARCC's required item edits in writing during item review meetings and make such edits to the items within the Item Bank. In the event Pearson neglects to make such edits in the Item Bank within the period of time provided for in the Project Schedule after a relevant item review meeting, Contractor may be assessed liquidated damages in the amount of \$350 for each item for which Pearson failed to make such required edits. This Liquidated Damage applies in the event the neglected edit is identified in advance of distribution of testing materials or online forms. In the event a neglected edit is identified after distribution of testing materials or forms, the applicable Liquidated Damage Deliverable in the table above shall be the remedy for such error.