

PROGRAM MANAGEMENT SUPPORT CONTRACTOR AGREEMENT

BETWEEN: Rhode Island Department of Elementary and Secondary Education
255 Westminster Street
Providence, Rhode Island 02903

AND: PARCC, Inc.
1400 16th Street, NW
Suite 510
Washington, DC 20036

FEIN: 46 - 2081206

RELATING TO:

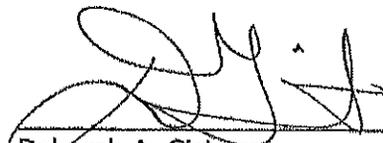
Work and activities by PARCC, Inc. to be undertaken in accordance with the attached SECTION I Terms and Conditions and SECTION II Work Program Specifications in consideration of compensation to be paid by the Rhode Island Department of Elementary and Secondary Education (RIDE) as set forth in SECTION III Budget.

THIS CONTRACT IS NOT VALID OR LEGALLY BINDING UNTIL SIGNED BY BOTH PARTIES AND A PURCHASE ORDER HAS BEEN ISSUED BY THE OFFICE OF PURCHASES. DO NOT PERFORM ANY WORK ON THIS CONTRACT UNTIL A PURCHASE ORDER IS ISSUED.

ACCEPTED:

RIDE

PARCC, Inc.



Deborah A. Gist
Commissioner



Laura Slover
Chief Executive Officer

DATE: 9-19-2014

DATE: 9/29/14

SECTION I

SPECIFIC TERMS AND CONDITIONS

1. PARCC, Inc.
1400 16th Street, NW
Suite 510
Washington, DC 20036

FEIN #46 – 2081206
2. Starting Date: October 1, 2014

Termination Date: June 30, 2017
3. Contract Officer: David V. Abbott
(for RIDE)

Project Officer: Mary Ann Snider
4. Project Officer: Tracy Graham, Project Director
(for the Vendor) 202-419-1584
tgraham@parcconline.org
5. Contract Amount: \$5.5 million per annum (to be allocated among twelve participating states pursuant to methodology set forth in Section 3.7 herein).
6. Special Conditions: RIDE reserves the right to extend the contract for up to two (2) twelve month periods by mutual written consent.

SECTION I (continued)

Article 1

Parties to Agreement. This Agreement is made by and between the Rhode Island Department of Elementary and Secondary Education (RIDE) and the party specified in SECTION I A1.

This Agreement is entered into by RIDE as a governing state in the Partnership for Assessment of Readiness for College and Careers consortium ("PARCC Consortium"). Other states in good standing in the PARCC Consortium will enter into a comparable agreement to acquire the same Statement of Work to which this Agreement applies. The PARCC Consortium states are acquiring the Statement of Work on a collective basis for their mutual benefit in carrying out the PARCC Consortium's work and to implement the PARCC assessments in their respective jurisdictions. Consequently, much of the oversight and contract administration functions under this Agreement will be at the direction of the PARCC Consortium Governing Board or its Executive Committee in order to establish common contract performance and direction across all of the states contracting for the Statement of Work.

Article 2

Period of Performance. This Agreement will be effective on the starting date as specified in SECTION I A2 and, unless renewed or extended, will expire on the termination date as specified in SECTION I A2. It is understood and agreed by and between the parties that this Agreement covers work and services to be provided by the Contractor for the period specified in SECTION I A2.

Article 3

Modification of Agreement. This Agreement may be amended or extended by mutual written consent provided that such consent may not be unreasonably withheld, and further provided, that there is a fiscal appropriation for any extension.

Article 4

Oversight Committee. Contract administration and direction to the Contractor will be provided by an Oversight Committee, consisting of representatives appointed by the PARCC Consortium Governing Board from PARCC Consortium states in good standing. The Oversight Committee shall execute the role and functions customary for a contracting officer. The Oversight Committee shall designate an individual to serve as a point of contact (POC) for the Contractor for proposes of all inquiries, instructions, approvals, deliverables and other communications, and will also appoint an alternative POC. The Contractor agrees to maintain close and continuing communication with the Oversight Committee while performing the work and services undertaken pursuant to the Agreement. The Oversight Committee is responsible for accepting deliverables in the Statement of Work for the purpose of authorizing payments to the Contractor under this Agreement.

Article 5

Point of Contact. The Point of Contact, as specified in SECTION I A4, is responsible for coordinating and reporting work performed by the Contractor under this agreement.

Article 6

Delays. Whenever the Contractor has knowledge that any actual or potential situation is delaying, or tends to delay the timely performance of work under this Agreement, the

Contractor shall immediately give written notice thereof, including all relevant information with respect thereto, to the oversight Committee.

Article 7

Funding. In consideration of work and services performed by the Contractor in accordance with SECTION II of this Agreement, RIDE agrees to reimburse the Contractor for allowable costs, as determined by the Oversight Committee, incurred by the Contractor under this Agreement in an amount not to exceed the amount specified in SECTION I A5 and in accordance with estimated expenditures as set forth in SECTION III Budget. Reimbursement for travel within the continental United States is limited to the per diem rates established by the General Services Administration (GSA). Per diem rates are posted at: www.gsa.gov/perdiem. RIDE shall process all invoices within 30 days of date of invoice. All payments are provisional pending the final audit by appropriate state and/or federal officials.

Article 8

Federal Funding Provisions. Funds made available to the Contractor under this Agreement are or may be derived from federal funds made available to RIDE. The provisions of Article 7 and SECTION III notwithstanding, the Contractor agrees to make claims for reimbursement under this Agreement in accordance with federal policies governing allowable costs to be charged against federal grants. The Contractor agrees that no expenditures claimed for reimbursement under this Agreement will be claimed for reimbursement under any other agreement, grant, or contract that the Contractor may hold which provides funding from state or federal sources, except for those shares or portions of such expenses allocated or attributable to other PARCC Consortium States also contracting for the Statement of Work. The Contractor further agrees to be liable for undisputed and/or fully resolved audit exceptions that may arise from examination of expenditures: (a) claimed by the Contractor for reimbursement under this Agreement, and/or (b) submitted by the Contractor in meeting any cost participation requirements.

In executing this Agreement the Contractor is serving as independent contractor under a federal grant or contract between the federal government and RIDE. The Contractor specifically agrees to abide by all applicable federal requirements for contractors, or independent contractors receiving federal funds including, but not limited to, those requirements set forth or referenced in the master grant or contract relating to this Agreement and in the following documents which are incorporated by reference hereto: 34CFR Parts 74-86 and 97-99 (Administration of Grants); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Nonprofit organizations); and A-133 (Audits of Institutions of Higher Education and Other Nonprofit Organizations).

Article 9

Withholding of Payments. The Contractor shall, in a satisfactory and proper manner in accordance with industry standards, complete all obligations and duties as stipulated in this Agreement. Failure of the Contractor to perform or deliver required work, services, or reports under this Agreement may result in the withholding of payments by RIDE to the Contractor.

Article 10

Termination of Agreement. In the event that either of the parties materially fails to perform its obligations under this Agreement, the other of the parties may terminate this Agreement upon

written notification of termination setting forth the nature of the failure to perform said obligations under this Agreement. Prior to termination, the terminating party shall give the other party thirty (30) days to cure the alleged defect or otherwise commence activities designed to remedy the alleged defect.

RIDE may, without cause, terminate this Agreement at any time upon giving sixty (60) days advance notice in writing to the Contractor. The above mentioned sixty (60) days written notice notwithstanding, the State expressly reserves the unilateral right to terminate, amend and/or reduce services and payments under this Agreement, effective immediately upon written notice to the Contractor in the event that the funding underlying the participation of RIDE is eliminated, limited or curtailed.

In the event of termination by either party, all property and finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement, shall be assigned as described herein in Article 17. Notice of the effective date of termination will include the reports that must be completed.

In the event of termination by either party, final payment by RIDE to the Contractor for work and services provided by the Contractor under this Agreement up to the effective date of termination shall be made in proportion to work completed and allowable expenses incurred, in accordance with the principles of cost reimbursement, agreements and contracts. Notwithstanding the foregoing, costs related to any reports required to be completed after the effective date of termination will be reimbursed. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to RIDE for damages sustained by RIDE by virtue of any breach of this Agreement by the Contractor; and RIDE may withhold payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due to RIDE from the Contractor is determined.

Article 11

Indemnification and Insurance. The Contractor shall hold harmless and indemnify the State of Rhode Island, RIDE, and their officers, employees, and agents from and against all liability, damage, loss, claims, demands, and actions of any nature whatsoever, including the cost of defending any action (including reasonable attorneys' fees), which arise out of or are connected with, or are claimed to arise out of or be connected with, any negligent or tortuous actions or material breach of duties by Contractor in providing services to the State under this Agreement. The foregoing provision shall not be deemed to be released, waived or modified by reason of any insurance provided by the Contractor under the provisions of this Agreement. Contractor agrees to add RIDE as additional insureds under its general liability policy and to provide RIDE with a certificate of insurance verifying that the State and RIDE are additional insureds under said policy.

Article 12

Recordkeeping/Inspection of Records and Reports. The Contractor agrees to keep discrete financial records of expenditures made under this Agreement, including time records of employees whose work is to be charged in whole or in part to this Agreement; to maintain such records in accordance with standard accounting practices; to make such records available on request to appropriate state and/or federal officials for examination or audit, ensure that audits are conducted in accordance with OMB Circulars A-110 and A-133 if applicable, and to keep such records on file until the final audit of RIDE records under the federal grant funding of this

Agreement, or until such time as federal provisions permit the records to be discarded. All management correspondences that accompany audit reports must be sent to RIDE. If a client served by this contract is charged for service, the Contractor must report this income.

Article 13

On-Site Inspection. The Contractor agrees to permit on-site monitoring, evaluation, and inspection of all activities related to this Agreement by the Oversight Committee or their designee, RIDE, and, where appropriate, the federal government.

Article 14

Partnership. It is understood and agreed that nothing herein is intended or should be construed in any manner as creating or establishing the legal relation of partnership between the parties hereto, or as constituting the employees, agents, or representatives of the Contractor included in this Agreement as employees, agents, or representatives of RIDE.

Article 15

Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Article 16

Proprietorship. The Statement of Work under this Agreement is being provided for the benefit of the PARCC Consortium states in good standing that contract with and pay the Contractor for that Statement of Work. Consequently, all tangible property and equipment, intellectual property, work product and Deliverables, including finished or unfinished documents, computer software, data, studies, and reports prepared or acquired by the Contractor under this Agreement, and for which reimbursement was claimed under this Agreement, in accordance with Section II, Subsection 13, will be owned and managed pursuant to the arrangements established by the PARCC Consortium Governing Board. The Contractor further understands and agrees to abide by federal regulations, requirements, and policies governing the disposition of equipment or property purchased with funds made available to the Contractor under this Agreement or with funds identified by the Contractor as matching expenditures under this Agreement.

Article 17

Copyright. Reports or other documents produced in whole or in part under this Agreement shall either bear no copyright notice or indicate that the copyright is owned and managed pursuant to the arrangements established by the PARCC Consortium Governing Board, as communicated to the Contractor by the Oversight Committee.

Article 18

Publicity. The Contractor will give due credit to the PARCC Consortium, RIDE, and other appropriate state and/or federal agencies. The PARCC Consortium will be credited on all media announcements, billboards, and educational materials produced or developed under the scope of this Agreement. RIDE will give due credit to the Contractor on all media announcements, billboards, and educational materials produced or developed under the scope of this Agreement.

Article 19

Interest of the Contractor. The Contractor covenants that it presently has no pecuniary interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that no person having any such interest shall be employed in the performance of this Agreement.

Article 20

Civil Rights. The Contractor agrees to abide by applicable provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975 (P.L. 94-135, Title III); the Americans with Disability Act of 1990 (P.L. 101-336); and all other applicable federal and state laws relating to equal employment opportunities. The Contractor asserts that no person shall, on the grounds of race, color, national origin, religion, sex, age, political belief, sexual preference, or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities undertaken in behalf of this Agreement. In addition, the Contractor agrees to establish a procedure for complaint from any person who believes that such discrimination is being practiced in any activity relating to this Agreement.

Article 21

Drug Free Workplace Policy. The Contractor agrees to maintain and enforce its Drug Free Workplace Policy. The Contractor acknowledges that a violation of the Drug Free Workplace Policy may, at RIDE's option, result in termination of this Agreement.

Article 22

Environmental Tobacco Smoke. The Contractor agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by the entity and used routinely or regularly for the provision of RIDE day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are constructed, operated or maintained with such funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

Article 23

Subcontracts. Any proposed subcontract to execute some portion of the Statement of Work under this Agreement shall be submitted to the Oversight Committee Point of Contact for approval prior to execution. Failure to comply with the provisions of this article could result in denial of reimbursement for such non-approved sub contractual services. In the event proposed subcontracts are not approved, Contractor may use its own employees to perform the work and be reimbursed in the same amount as the proposed subcontracts as listed in the Technical Proposal. Independent contractors and consultants serving as part of the Contractors staff (although not Contractor employees) will not be considered subcontractors for this purpose.

Article 24

Department of Administration's Approval. This Agreement shall take effect upon the issuance of a purchase order by RIDE.

Article 25

Licensure/Certification. The Contractor shall have any and all licenses necessary to operate his/her facility in place prior to the start date of this Agreement and for the duration of the contract period. Further, all personnel delivering RIDE services shall be licensed/certified and/or registered as required by law.

Article 26

Lobbying. All Contractors must comply with all federal laws restricting and/or limiting lobbying activities of recipients of federal funds including, but not limited to 31 U.S.C. Section 1352 and Section 503 of the Departments of Labor, RIDE and Human Services, and Education, and Related Agencies Appropriations Act (Public Law 104-209).

Article 27

Incorporation by Reference and Interpretation. The Rhode Island State Purchase Act, RIGL Chapter 37-2 and its associated Regulations are incorporated herein by reference. This Agreement consists of the following contract documents: (a) this Agreement; (b) the Proposal and (c) the RFP and Purchase Order, all of which may be collectively referred to throughout this Agreement as "Contract Documents." In the event any conflict shall arise among the provisions of the foregoing documents, said conflict shall be resolved by giving priority to the documents in the order set forth above.

Article 28

Laws of Rhode Island and Venue. It is expressly agreed by the Parties that this Agreement shall be governed by the laws of Rhode Island. Jurisdiction and venue for any and all legal actions, whether arising in law and/or equity, shall be brought in Rhode Island Superior Court.

SECTION II

ADDITIONAL SERVICE TERMS AND CONDITIONS

1. ADDITIONAL DEFINITIONS AND INTERPRETATION.

1.1 Definitions. All capitalized terms used, but not otherwise defined herein or in Section I of the Agreement, shall have the meanings assigned thereto in the various schedules or exhibits. Capitalized terms used herein shall have the following meaning:

"Acceptance Criteria" means, with respect to a Service or Deliverable, (i) the Specifications applicable to such Service or Deliverable and (ii) any other requirement set forth in this Agreement that applies at the time of performance, provision or delivery to such Service or Deliverable.

"Agreement" means this Agreement between RIDE and Contractor Dated 9-19-2014, and all exhibits and attachments hereto, together with all Statements of Work executed by the parties hereto and all Purchase Orders issued in connection with such Statements of Work, all of which are and shall be incorporated into and deemed part hereof.

"Change" means a change to an existing Statement of Work that would result in Services and/or Deliverables that are in addition to, or different from, those described in such existing Statement of Work.

"Change Control Document" means a written statement signed by an authorized agent of the PARCC Executive Committee or Governing Board and Contractor authorizing a Change, substantially in the form to be agreed to by the Parties.

"Change of Control" means: (i) the consolidation or merger of Contractor with or into any entity; (ii) the sale, transfer or other disposition of all or substantially all of the assets of Contractor or its Affiliates to a third party; or (iii) acquisition by any entity, group, or group of entities acting in concert, of direct or indirect beneficial ownership of more than fifty percent (50%) (or such lesser percentage that constitutes Control) of the outstanding voting securities or other ownership interests of Contractor.

"Confidential Information" of a disclosing party means any information, whether or not protected by a patent, copyright and/or trade secret, that has been provided orally or in writing by the disclosing party or any of its Affiliates to the receiving party pursuant to this Agreement, and has been identified in writing as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be understood to be proprietary and/or confidential, including without limitation any and all financial, business and strategic data pertaining to the disclosing party and its Affiliates.

"Contract Records" means records of all charges, transactions, authorizations, Changes, implementations, analyses, procedures, controls, records, data or information created, generated, collected processed or stored by Contractor in the performance of its obligations under this Agreement.

"Control", including the terms "controlling," "controlled by," and "under common control with", means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities (or other ownership interest), by contract, right to elect a majority of the governing board, or otherwise.

"Deliverables" means the deliverables to be produced and delivered, subject to the approval of the Oversight Committee under this Agreement, as more particularly described in a Statement of Work.

"Disaster" means any unplanned interruption of operations which materially affects the ability of Contractor to provide the Services.

"Excusable Cause" means acts of nature, acts of the public enemy, embargoes, insurrection, riot, the intervention of any government authority, or other conditions or causes beyond a party's reasonable control that prevents that party's performance.

"Exhibit" means an exhibit to this Agreement.

"Expenses" means incidental and/or out-of-pocket expenses, including travel and lodging, shipping, document reproduction and other overhead expenses incurred by Contractor in connection with performing and providing the Services and/or Deliverables.

"Intellectual Property Rights" means any and all exclusionary, proprietary or other rights existing from time to time under patent, copyright, trade secret, trademark, unfair competition or similar Laws.

"Key Personnel" means those person(s) identified as key personnel in the Statement of Work.

"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 Service or Deliverable provided and/or developed under this Agreement.

"Laws" means all applicable (i) federal, state, provincial, international and local laws, statutes, regulations, rules, (ii) executive orders, supervisory requirements, directives, (iii) circulars, opinions, guidance, interpretive letters and other official releases of or by any competent governmental authority.

"Losses" means any losses, liabilities, judgments, awards, settlements, damages, fines, injuries, penalties and costs (including legal fees and expenses) to or in favor of un-affiliated third parties and all claims, causes of action and suits by un-affiliated third parties, including without limitation employees, subcontractors or agents of the indemnified party and its affiliates.

"Plan" means a disaster recovery and business continuity plan applicable to the Services and/or Deliverables that are the subject matter of a Statement of Work in compliance with all regulatory requirements and in alignment with applicable business requirements.

“Purchase Order” shall mean a purchase order issued by RIDE pursuant to which RIDE authorizes Contractor to commence delivery of the Services and/or Deliverables described in a Statement of Work.

“Retention Period” means the period of time lasting until the later of (a) three (3) years after the termination of this Agreement (or in the case of invoices, eight (8) years after their issuance), (b) all pending matters relating to this Agreement (e.g., disputes) are closed, (c) the information is no longer required to meet the RIDE records retention policy as disclosed by RIDE to Contractor and as such policy may be adjusted from time to time, or (d) any periods as required by applicable Law have expired.

“Services” means the services performed (or to be performed) by Contractor under this Agreement, as more particularly described in a Statement of Work, including preparation and delivery of Deliverables. Services include all incidental services, functions, responsibilities or tasks not specifically described in this Agreement or a Statement of Work hereunder, but which are an inherent, necessary or customary part of the services performed (or to be performed) by Contractor hereunder, that are required or reasonably necessary for the proper performance and provision of the services performed (or to be performed) by Contractor hereunder.

“Contractor IP Rights” means Intellectual Property Rights owned or licensed by Contractor or any Contractor Affiliate including, without limitation, patents, copyrights, trademarks, service marks, trade secrets and know-how owned or otherwise licensable by Contractor or any Contractor Affiliate or which are acquired by, developed by or on behalf of Contractor or any Contractor Affiliate independent of its performance of Services under this Agreement, and without reference to or use of any Intellectual Property Rights owned or licensed by RIDE or any RIDE Affiliate.

“Specifications” means any and all technical, design or functional specifications for, and descriptions of, the capabilities of, any and all Services and Deliverables set forth in the applicable Statement of Work, and (to the extent not inconsistent therewith) those contained in Contractor’s Documentation, descriptive documents and/or marketing materials, or applicable request for proposal and any Contractor response thereto, the terms of which are incorporated by reference in the applicable Statement of Work.

“Staff” shall have the meaning as set forth in Section 6.1.

“Statement of Work” (“SOW”) means a statement of work provided in Section II (B) of this Agreement, as well as other Statements of Work that the parties may enter into.

“Update” means updates, revisions or additions to the Software that are intended to correct errors, improve efficiency or to incorporate additional or alternative functionality, but that do not constitute substantial additional or alternative functionality, as customarily indicated by a change to the number to the right of the decimal in the version number, for example, Version 2.1 updated to Version 2.2.

“Upgrade” means a new release of the Software in question that incorporates substantial additional or alternative functionality, as customarily indicated by a change to the number to the left of the decimal in the version number, for example, Version 2.1 upgraded to Version 3.0.

“Warranty Period” means one (1) year commencing on the date RIDE accepts the applicable Services or Deliverable.

2. SCOPE OF USE; STATEMENT OF WORK

2.1 Scope of Use; Statement of Work. This Agreement establishes a common contractual framework for Contractor’s provision of the Services and Deliverables described in the Statement of Work to participating PARCC Consortium states in good standing. The Services and Deliverables shall be provided by Contractor to participating PARCC states in good standing on a non-exclusive basis and without any minimum commitment as to the volume, scope or value of such Services. The transactions contemplated by this Agreement shall be implemented in accordance with, and subject to the requirements of, the following provisions:

2.1.1 The Services and Deliverables to be provided hereunder, will be set forth in a Statement of Work to be developed and adopted mutually by the Contractor and the PARCC Consortium, acting through its Executive Committee or Governing Board. The Statement of Work shall not be used by Contractor to renegotiate or otherwise change terms and conditions that have been negotiated and set forth in this Agreement, except where this Agreement has expressly reserved such matters to the Statement of Work level.

2.1.2 Notwithstanding that a Statement of Work has been developed by the Contractor and made a part of the Contract, Contractor acknowledges that the provision and supply of the Services and Deliverables will be for the benefit, use of and access by RIDE and the other PARCC Consortium states in good standing with the Consortium and with the Contractor under a comparable Agreement. Contractor further acknowledges that RIDE and the PARCC Consortium states may receive certain services from, or provide certain services to, other third parties and their service providers. Contractor therefore agrees that, without limiting the rights granted herein to RIDE and the PARCC Consortium states, RIDE, the PARCC Consortium states and, subject to Contractor’s confidentiality requirements, their service providers may have access to and use of the Services and Deliverables for the purpose of providing such services to or receiving such services from RIDE and the PARCC Consortium states, and for any other purposes specified in the applicable Statement of Work.

2.1.3 With the concurrence of the PARCC Consortium Governing Board, RIDE shall have the right to adjust the scope or volume of Services to be provided in response to an event, or series of events taken together, including but not limited to a change in relevant legal requirements, that have or will have a significant and sustained impact on the PARCC Consortium states’ demand for the Services, and Contractor acknowledges and agrees to equitably adjust the price for the Services to reflect any such changes to the scope or volume of the Services.

2.1.4 The Statement of Work provided under this Agreement represents a collective bundle of services to fulfill various objectives and missions of the PARCC Consortium States. As such, PARCC Consortium states in good standing that contract with the Contractor to provide the Statement of Work under this Agreement are purchasing all services and deliverables accepted by the Oversight Committee, notwithstanding the fact that a PARCC Consortium State may so contract after acceptance of some services or deliverables.

3. SERVICES AND DELIVERABLES

Contractor has held itself out as expert in implementing the Statement of Work as contained herein and the Rhode Island Department of Education has selected the Contractor as the offeror most advantageous to the State of Rhode Island. All terms and conditions of the RFP# 7548713 for Program Management and Support Services, PARCC Consortium Operational Assessments, and the Contractor's response to such document(s) dated June 2, 2014 (PARCC Proposal #2014-001) are incorporated herein by reference.

3.1 Services -- General Description. Contractor shall provide program management and support Services as more specifically described in the Statement of Work to assist the PARCC Consortium in the overall development of an assessment system. Contractor shall provide these Services in order to support the following three primary PARCC Consortium goals: (1) Facilitate the ability of the States to work together including monitoring, tracking, supporting effective and efficient coordination across states and vendors, and providing feedback on the quality and effectiveness of State engagement; (2) Ensure coherence across all aspects of the PARCC Consortium Assessment system; and (3) Provide a relentless focus on quality and overall program management to meet the strategic vision and goals as defined by PARCC Consortium leadership.

As specified in the Statement of Work, Contractor shall provide the following suite of Services to augment current capacity and State resources in support of the PARCC Consortium's work to manage the design, development and ongoing operation of a next generation student assessment program. Additional detail for each of the Core Components noted below is provided in the Statement of Work incorporated herein as Section II (B) below. Services shall include:

1. Program Management and Delivery Services. Program Management to ensure all vendors that have contracted to provide services or other deliverables in support of the PARCC Consortium meet their obligations. Focus on tracking, documenting and communicating the status of critical path deliverables, dependencies and periodic quality reviews, particularly where related to state generated payments. Coherence across all programmatic areas toward the successful execution aligned to the program's strategic vision and goals set forth by the PARCC Consortium Governing Board.
2. State Engagement and Coordination. Convene, facilitate, document and report states' work; provide actionable data points regarding state engagement in order for the PARCC Consortium Governing Board to hold states accountable for membership responsibilities; develop communication protocols & tools, and provide other additional services as may be mutually agreed in order to support state resources and decision-making related to the PARCC assessments.
3. Summative Assessment. Ensure standards of quality established by the PARCC Consortium Governing Board are met for each component of summative assessment areas.
4. Technology. Ensure technology supports the PARCC Consortium Governing Board's defined vision. Oversee the development of the technology infrastructure for the PARCC assessment system.
5. Reporting and Analytics. Coordinating the release of results from administrations of the PARCC assessment across states; develop annual consortium report; ensure data collection is timely.

6. Ongoing Research and Validity. Coordinate research and validity studies and make recommendations for use of findings.
7. Non-Summative Assessment. Support and operationalize the PARCC Consortium view of strategic vision for each of the non-summative areas.

3.2 Core Assumptions Related to Scope and Delivery of Services:

- The Contractor is expected to facilitate and support states' management oversight of the PARCC Consortium vendors, but each of the PARCC Consortium vendors will retain responsibility to manage directly the execution of their own contracts.
- Project management is a requirement of, and contained within the contracts of vendors providing services and other deliverables for the PARCC Consortium States. The Contractor will be responsible for higher level, less granular Program Management, oversight and contract administration functions as provided in the SOW.
- It is not expected that Procurement expertise and support will require a significant effort once the Operational Support and Technology vendors are on board.
- The Higher Education work stream requires its own source of funding; K12 funding cannot be used for this purpose. Hence, any staffing and related resources for the Higher Education roles and responsibilities by the Contractor must be budgeted separately in anticipation of additional non-K12 state education agency resources.
- Contractor is expected to gather, document and recommend improvements to the test design if appropriate or requested; the Contractor's role does not include deciding what changes are to be implemented (i.e., AI scoring, equating issues, forms construction); such decisions will be made by the PARCC Consortium Governing Board and/or Executive Committee
- Contractor is not the primary writer of most documents needed for summative assessments (i.e., coordinators guide, administration manual, interpretation guides), but is responsible for defining success criteria and developing and implementing a quality control process that ensures such Deliverables meet standards approved by the PARCC Consortium Governing Board.
- Contractor assumes liability for all work conducted by its contractors on behalf of the PARCC Consortium and will carry out all responsibilities in a manner that reflects well on the PARCC Consortium.
- Contractor will be managing Intellectual Property (IP) on behalf of the PARCC Consortium as mutually agreed and specified in the Statement of Work. The IP will be owned and managed pursuant to the arrangements established by the PARCC Consortium Governing Board.
- Unless otherwise indicated, all meeting costs have been accounted for and included (i.e. not otherwise reimbursable), including two (2) PARCC Consortium Governing Board meetings per year.
- Contractor shall provide, at no additional cost, any related or incidental services, functions, responsibilities, obligations, tasks and Deliverables not specifically described in the Agreement, but which are an inherent and necessary part of the Services or that are required or reasonably necessary for the proper performance and provision of any of the services, functions, responsibilities, obligations, tasks and deliverables set forth or referenced in this Agreement.

3.3 Cost Saving Recommendations. Contractor shall demonstrate deep expertise within the proposed Statement of Work and recommend creative approaches to accomplish program objectives in the most efficient and effective manner possible while not introducing significant

risk to the overall program. Contractors shall make specific recommendations as provided in the Statement of Work as to how to reduce costs for each of the Components #1-7 noted in Section 3(i) above. Recommendations shall state (1) the action to be taken, (2) the steps required to implement the recommendation, (3) the potential impact of the recommendation on the quality of the work (if any), (4) the potential impact of the recommendation on the proposed schedule (if any), (5) the potential impact of the recommendation on other areas of the program (if any), and (6) an estimate of the savings to be gained by implementing the recommendation.

3.4 Contractor shall provide to RIDE, and to the other PARCC Consortium states contracting pursuant to this Agreement, the Services and Deliverables described in this Agreement. Contractor shall not commence delivery of any Services or Deliverables until Contractor and the PARCC Executive Committee or Governing Board shall have executed a Statement of Work, and RIDE shall have issued a Purchase Order, in each case applicable to such Services and/or Deliverables. Contractor will develop and implement quality assurance and internal controls, including implementing tools and methodologies, to ensure that the Services are performed in an accurate and timely manner, in accordance with this Agreement and any applicable Statements of Work.

3.5 Changes to Service. The PARCC Consortium Governing Board and/or Executive Committee, shall have the right to adjust the scope or volume of Services to be provided in response to an event, or series of events taken together, including but not limited to a change in relevant legal requirements, that have or will have a significant and sustained impact on the PARCC Consortium states' demand for the Services, and Contractor acknowledges and agrees to equitably adjust the price for the Services to reflect any such changes to the scope or volume of the Services.

3.6 Subcontractors. Contractor shall not subcontract any part of the Services without the prior written approval of the PARCC Executive Committee or Governing Board, which consent may be withheld in the sole discretion of the PARCC Executive Committee or Governing Board. Individuals serving as PARCC, Inc. staff as consultants or independent contractors shall not be considered subcontractors for the purpose of this section. Any subcontracting hereunder shall not relieve Contractor of its responsibility for the performance of all its obligations under this Agreement. Contractor shall be responsible for all payments due to its subcontractors and for the work and activities of each of its subcontractors, including compliance with the terms of this Agreement, and shall supply the Oversight Committee evidence of such payment promptly upon demand. Prior to Contractor entering into a subcontract with a third party for the performance of any Services or any of its other obligations under this Agreement, Contractor shall (i) give the Oversight Committee reasonable prior written notice specifying the components of the Services affected, the scope of the proposed subcontract, the identity and qualifications of the proposed subcontractor, and the reasons for subcontracting the Services in question; and (ii) obtain the Oversight Committee's prior written approval of such subcontractor. In addition, the Oversight Committee shall have the right to review and approve the subcontract (other than financial terms), or a summary of the relevant subcontract terms between Contractor and such a subcontractor. The PARCC Consortium Governing Board and/or Executive Committee shall also have the right to revoke its prior approval of a subcontractor or otherwise direct Contractor to replace or cause the replacement of such subcontractor as soon as possible where the subcontractor's performance is materially deficient (with respect to the scope of the Services performed by such subcontractor) or if there are other reasonable grounds for removal related to such subcontractor's ability to perform Services. Contractor shall remove such subcontractor

and continue to perform its obligations under this Agreement, notwithstanding the removal of the subcontractor.

3.7 Access to Facilities. Contractor shall have access to RIDE facilities only to the extent necessary for Contractor to perform the Services, and subject to prior written approval by RIDE and subject to Contractor's compliance with security, safety and other RIDE rules, regulations and procedures, as well as with applicable Law. To the extent that RIDE allows the Contractor to use any of the RIDE facilities to provide the Services, RIDE shall provide such facilities on an "as is, where is" basis with no warranties whatsoever. Contractor shall only use RIDE facilities for the exclusive purpose of providing the Services, except as otherwise approved by RIDE. In addition, Contractor shall use the facilities in an efficient manner, keep the facilities in good order, not commit or permit waste or damage to such facilities or use such facilities for any unlawful purpose and return such facilities when they are no longer required for the performance of the Services, subject to reasonable wear and tear.

3.8 Contract Records. Contractor shall maintain complete and accurate records of, and supporting documentation for, all Contract Records. Until the end of the Retention Period, Contractor shall maintain and provide access upon request to the Contract Records. Before Contractor destroys or otherwise disposes of any Contract Records, RIDE shall have the right to request Contractor to return such Contract Records by giving notice at least sixty (60) days prior to the applicable record retention expiration date, and Contractor shall deliver such information to RIDE.

3.9 Third Party Cooperation. Contractor shall cooperate fully with the Oversight Committee or with any third party appointed by the PARCC Executive Committee or Governing Board to the extent that such cooperation may be necessary to permit the Oversight Committee, other PARCC Consortium States, or such third parties to complete any work related to or impacted by the Services provided to the PARCC Consortium States by Contractor under this Agreement. Contractor shall also fully collaborate with the PARCC Consortium States or with any third party appointed by the PARCC Executive Committee or Governing Board to the extent that such cooperation may be necessary to permit RIDE, another PARCC Consortium State, or such third parties to in-source or transfer to a third party any aspect of the work then provided by Contractor under this Agreement. From time to time, the PARCC Executive Committee or Governing Board may request that Contractor work together with the Oversight Committee and/or third parties to identify ways to achieve reductions in the cost of Service delivery and corresponding reductions in the charges to be paid by the participating states in good standing. If so requested by the PARCC Consortium, Contractor will at its own expense promptly prepare a detailed proposal identifying all viable means of achieving the desired reductions without to the extent practically possible adversely impacting business objectives or requirements identified by the PARCC Executive Committee or Governing Board, which shall not be obligated to accept or implement any such proposal.

4. ADDITIONAL OR CHANGED SERVICES

4.1 Additional or Changed Services. No Change shall be initiated, and the PARCC Consortium States and Contractor shall incur no obligations with respect thereto, until (i) a Change Control Document relating to the Statement of Work that specifies the Change has been fully executed by both the PARCC Executive Committee or Governing Board and Contractor and (ii) if such Change would result in additional fees being charged to RIDE, RIDE has issued an adequately-

funded Purchase Order in connection therewith. Fees resulting from any Change shall not be owed or payable, for any reason, unless and until the requirements of this Section 4.1 have been satisfied in full. All approved change control documents shall be deemed an amendment to the applicable Statement of Work.

5. PRICING METHODOLOGY, CHARGES, AND INVOICING

5.1 Pricing Methodology Provisions. The Pricing Methodology is set forth in Section III.

5.2 Expenses. Each Statement of Work shall set forth all the charges payable to Contractor for performing and providing the applicable Services and/or Deliverables. Unless otherwise expressly set forth in a Statement of Work, Contractor's charges shall include all Expenses, which Expenses shall not be separately reimbursable by RIDE.

5.3 Conditions Prior to Invoice. Prior to Contractor sending an invoice to RIDE for a Service or Deliverable associated with a Statement of Work a Purchase Order shall have been issued to Contractor with respect to that Statement of Work. Contractor will submit invoices to the Oversight Committee once per month on a mutually agreed schedule for tendered Services and Deliverables for which Acceptance Criteria are specified in the Statement of Work. The Oversight Committee will meet monthly on a pre-determined date no more than five (5) business days after the regularly scheduled invoice submittal date to determine whether the Acceptance Criteria have been satisfied and provide notice to the Contractor of Acceptance or of any further performance required in order to satisfy the Acceptance Criteria. Upon such notice from the Oversight Committee, Contractor may invoice RIDE for payment. All invoices submitted to RIDE must comply with RIDE's standard billing instructions (a copy of which has been made available to Contractor), although the parties will make every reasonable effort to adopt a standardized billing protocol and invoice that can be used by every PARCC Consortium State entering into an agreement with Contractor to provide the Statement of Work.

5.4 Invoices. Contractor shall invoice RIDE monthly in arrears in a form agreed by RIDE for all applicable fixed and variable charges, including any Transition or Transformation charges, that conform to acceptance criteria set forth in the Statement of Work. Properly submitted invoices shall be due and payable within thirty (30) days after RIDE's receipt thereof in the agreed form and supported by the analysis called for in Section 5.6 below. RIDE may withhold from payment any amounts attributable to Services or Deliverables invoiced in a prior month for which the Oversight Committee has identified a failure to satisfy the Acceptance Criteria and that failure has not yet been cured. Any amounts due for Services or Deliverables for which Acceptance Criteria were not met initially, but which were later cured and accepted by the Oversight Committee, will be applied to and made payable with the next monthly invoice presented to RIDE. Any such withholding shall not subject RIDE to any penalty or forfeiture of any early payment discount. All fee disputes unresolved through negotiation between Contractor and the Oversight Committee may be addressed using the dispute resolution process specified in 5.9 below.

5.5 Reimbursement. If a Statement of Work does permit reimbursement of Expenses by RIDE, and such Expenses comply with RIDE's then-current Expense Management Policy, then Contractor may submit Expenses for reimbursement by RIDE in accordance with the invoicing procedures set forth above. Contractor may invoice RIDE for Expenses no more than once

each calendar month. Notwithstanding anything to the contrary, in no event shall RIDE be liable for hourly rates as a result of travel time.

5.6 Component of Invoice. All invoices shall be exclusive of all relevant taxes and shall be supported by a line-item detailed analysis of the charges, showing how the charges are authorized under this Agreement, and providing details of any allocation, algorithm or other calculation that was used to derive the charges, and providing sufficient detail that RIDE shall be able to (i) reconcile the charges to the contractual commitments that give rise to them, and (ii) operate its internal cross charging protocols to re-charge the amounts billed by Contractor to the applicable business units. In no event shall RIDE pay any taxes in respect of Contractor's net income or property.

5.7 Time is of the Essence. Contractor acknowledges that time is of the essence in the submission of proper invoices to RIDE in order to avoid reconciliation problems associated with outdated invoices. RIDE's obligation to pay any properly submitted and undisputed invoice shall be subject to Contractor's submission to RIDE of such invoice in a timely fashion, in accordance with the applicable Statement of Work, but in no event later than ninety (90) days after the date the applicable Services and/or Deliverables were completed and accepted, if applicable.

5.8 Offset. RIDE has the right to offset any amount owed by Contractor to RIDE under this Agreement or any other agreement against any amount owed by RIDE to Contractor under this Agreement and may apply or set off any deposits, other sums, securities and other property held by RIDE against amount due from Contractor under this Agreement. RIDE is not obligated to make any payment under this Agreement if Contractor materially breaches this Agreement.

5.9 If the Contractor and either the Oversight Committee or any PARCC Consortium State contracting for the Services and Deliverables in the Statement of Work disagree regarding Contractor's entitlement to any amount invoiced pursuant to this Agreement, then Contractor may present that disagreement within ten (10) business days to the PARCC Executive Committee and/or the PARCC Governing Board for further consideration at the next scheduled meeting of the Committee or Board. Contractor will be provided reasonable and sufficient opportunity to present its justification for the claimed payment in both written and oral form. The Committee or Board may resolve the matter at the same meeting, but will resolve the matter no later than its subsequently scheduled meeting.

6. STAFF

6.1 Assignment of Personnel. Contractor shall have the right to determine which of its employees, consultants, agents, representatives or permitted subcontractors ("Staff") shall be assigned to perform Services under this Agreement. All Contractor Personnel assigned to the RIDE account shall be properly educated, trained and fully qualified for the Services they are to perform. However, subject to scheduling and staffing considerations, Contractor shall use commercially reasonable efforts to fill key personnel positions with individuals who have qualifications specified by the Oversight Committee. Notwithstanding the foregoing, the Oversight Committee shall designate Key Personnel in Attachment _____ or a Statement of Work. Key Personnel shall not be reassigned by Contractor to other duties or otherwise removed from work pursuant to this Agreement without the express advance written consent of

the Oversight Committee, except through termination of such personnel for cause by Contractor or through the resignation, long term illness or disability, or death of such personnel.

6.2 Removal of Key Personnel. For services still subject to delivery and payment, upon written notice from the PARCC Executive Committee or Governing Board specifying, in its good faith belief, the reasons that a member of Contractor's Staff designated as Key Personnel should be removed from performance of the Services due to failure to perform Services as required by the Statement of Work. Contractor shall have a reasonable amount of time, not to exceed five (5) business days, to investigate the matter. Upon conclusion of the investigation, Contractor shall provide a written report to the Oversight Committee detailing its findings. After review, if the Oversight Committee believes in good faith that such Key Personnel should be removed from further performance of the Services, then Contractor shall promptly remove such individual and RIDE shall have no further obligations to Contractor for such individual other than payment obligations through the date of removal. Such Key Personnel shall be replaced by Contractor promptly, but in any event, not more than ten (10) business days after such removal, which replacement shall be suitable to the Oversight Committee in its reasonable discretion.

6.3 Replacement of Key Personnel. In the event a person designated as Key Personnel leaves the RIDE account as provided in Section 6.1 or 6.2 above, Contractor shall be responsible for replacing such person with another person of reasonably acceptable qualifications as soon as practicable as mutually agreed upon by the parties. Prior to the departure of the existing Key Personnel, Contractor shall allow the Oversight Committee to interview and approve its selection of proposed replacement Key Personnel. Such approval shall not be unreasonably withheld. Until such time as replacement Key Personnel are able to begin such assignment, Contractor shall provide temporary replacement Key Personnel, reasonably acceptable to the Oversight Committee.

6.4 Compliance with Laws. Contractor's Staff shall comply with all applicable Laws, as well as applicable RIDE policies, including, but not limited to, those governing information, security, Internet access, compliance training, ethics, harassment and discrimination (copies of which will be made available to Contractor).

6.5 State Staffing Obligations. Each state will provide the services of 1.5 Full Time Equivalent employees to support work of the PARCC consortium, and in particular the consortium's coordination, with the FTE allocation directed by PARCC, Inc. as the PMSC. Documentation confirming the support of these personnel resources for each calendar quarter will be provided to the PARCC Governing Board within two weeks of the close of each calendar quarter. Because PARCC, Inc. will be providing additional support in the absence of the state-supplied FTE resources, if a state does not provide such FTE resources, then that state will instead reimburse PARCC, Inc. on a monthly pro rata basis based on the FTE support provided. In no instance will the amount owed to PARCC, Inc. by any state exceed \$180,000 in any Contract year. Any disagreements regarding the FTE resources provided and/or amounts owed to PARCC, Inc. will be resolved by the PARCC Governing Board or its designee.

7. ACCEPTANCE

7.1 Acceptance Criteria. Services and Deliverables will be accepted or rejected based on the criteria specified in the Statement of Work. These criteria are in three categories: (i) specific

reports, plans, and other information or textual material, acceptable upon electronic posting for access by the PARCC Consortium states in good standing; (ii) materials relating to PARCC Consortium governance, acceptable upon PARCC Governing Board Approval; (iii) ongoing activities assessed for acceptability monthly based on criteria in the Service Level Agreement (SLA) set forth in Section III herein.

7.2 Acceptance Procedures. The Oversight Committee shall have thirty (30) days after the date a Service or Deliverable has been received by the PARCC Consortium states to ensure that it conforms in all material respects to the Acceptance Criteria applicable thereto. If the Oversight Committee believes that all or any portion of a Service or Deliverable fails to conform in any material respect to the applicable Acceptance Criteria, the Oversight Committee shall give Contractor written notice setting forth in reasonable detail the reasons why it believes it does not so conform. Contractor shall then have fifteen (15) days from the date of receipt of such notice in which to correct, at no charge to any PARCC Consortium state, the non-conforming element(s). The Oversight Committee shall then have fifteen (15) days to confirm that the resubmitted Service or Deliverable conforms in all material respects to the Acceptance Criteria. If the Service or Deliverable does not comply with the applicable Acceptance Criteria after resubmission, then the PARCC Executive Committee or Governing Board may, in its sole discretion, either (i) terminate this Agreement or the applicable portion hereof without any liability, in which event Contractor shall promptly, but no later than five (5) days from the date of notification, refund any fees paid thereunder (other than fees paid for previously received, accepted Services and Deliverables) and the participating PARCC Consortium states in good standing will not owe any amount relating to such terminated engagement, or (ii) extend the acceptance period for an additional fifteen (15) days in which case this Section 7 shall continue to apply.

8. WARRANTIES AND REPRESENTATIONS

8.1 Warranties and Representations. Contractor warrants, represents and covenants that:

8.1.1 The Services shall be performed, and all Deliverables shall be provided, with care, skill and in a professional manner in accordance with: (i) the best practices and professional standards recognized by the Contractor's profession for providers of services similar in scope, scale and geographic coverage to the Services, (ii) the terms of this Agreement, (iii) the Acceptance Criteria, and (iv) the additional PARCC Consortium standards or policies set forth in the applicable Statement of Work, including the most stringent of all State policies, standards and procedures related to the Services, including but not limited to those governing quality, change, and problem management, safety, data privacy and data security, business continuity and disaster recovery, retention of records, and pervasive and transaction controls.

8.1.2 During the Warranty Period, the Services, Deliverables and Documentation will conform in all material respects to the Acceptance Criteria;

8.1.3 The Services and Deliverables shall be free from all liens and encumbrances and shall be provided in accordance with, and shall at all times comply with, all Laws governing the Services and/or Deliverables, including without limitation: (i) all voluntary compacts between RIDE and governmental authorities; (ii) all applicable requirements regarding the privacy and handling of RIDE's Confidential Information, (iii) all equal opportunity, anti-discrimination and wage and hour Laws (and, to the extent applicable, the equal employment opportunity and affirmative action requirements set forth in 41 C.F.R. Part 60-1.4(a) (women and minorities), 41 C.F.R. Part

60-250.5(a) and Part 60-300.5(a) (covered veterans), and 41 C.F.R. Part 60-741.5(a) (individuals with disabilities), and the employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference herein), and (vi) any other Laws specifically referenced in a Statement of Work;

8.1.4 Neither the performance of the Services by Contractor nor the use by RIDE of the Deliverables in accordance with the terms of this Agreement currently or shall in the future, infringe, misappropriate or otherwise conflict or interfere with any Intellectual Property Rights;

8.1.5 It has the authority and ability to enter into this Agreement, to perform the Services hereunder and to grant RIDE the rights set forth herein, and Contractor has not and will not enter into any agreements or arrangements which preclude compliance with the provisions of this Agreement;

8.1.6 There is no litigation, proceeding or arbitration, and, to the best of Contractor's knowledge, there is no other claim, investigation or material controversy pending to which Contractor or its agents or representatives is a party, relating to the provision of the Services or Deliverables, or which would have a material adverse effect on RIDE's or any RIDE Affiliate's ability to enter into this Agreement and perform the obligations hereunder and, to the best of Contractor's knowledge, no such claim, litigation, proceeding, arbitration, investigation or material controversy has been threatened or is contemplated;

8.1.7 All Services and Deliverables hereunder will be prepared, completed and performed by trained, experienced and qualified personnel;

8.1.8 Neither Contractor nor, to the best of its knowledge, any officer, director, employee, agent or representative of Contractor has given or will give commissions, payments, kickbacks, lavish or extensive entertainment, or other inducements of more than minimal value to any employee or agent of RIDE, in connection with this Agreement. Contractor also acknowledges that the giving of any such payments, gifts, entertainment, or other thing of value in connection with this Agreement is strictly in violation of RIDE policy on conflicts of interest, and may result in the cancellation of this and all future contracts between the parties; and

8.1.9 In the event any Services or Deliverables are manufactured or licensed by a third party and are subject to any warranties provided by that third party, then without limiting any other representations, warranties or covenants of Contractor, Contractor shall assign such warranties to RIDE or, if such warranties cannot be so assigned, Contractor shall pass through the benefit of such warranties to RIDE, and otherwise cooperate with RIDE in this respect. It is agreed that no disclaimer or limitation of liability set forth in any third party warranty shall relieve Contractor of its obligations to provide the Services and Deliverables pursuant to the requirements set forth in this Agreement.

8.2 Exclusive Remedy; Injunctive Relief. Contractor understands and agrees that the Services and/or Deliverables acquired by RIDE under this Agreement are critical to RIDE's operations and that under no circumstances may Contractor seek to cancel or otherwise limit or terminate RIDE's right to use the Services and/or Deliverables, or limit or terminate RIDE's access to any warranty services, except as set forth in Section 10 of this Agreement. Contractor's sole and exclusive remedy for any breach of this Agreement by RIDE is limited to money damages. Contractor waives its right to seek injunctive relief against RIDE in

connection with any such breach that has the effect of interrupting RIDE's access to any Services and/or Deliverables. Nothing contained herein shall prohibit either party from obtaining injunctive relief with respect to unauthorized disclosure of Confidential Information. Contractor shall indemnify RIDE for any breach of this provision, including without limitation any breach arising by Contractor's exercise of rights of self-help (electronic or otherwise). RIDE

8.3 DISCLAIMER. THE EXPRESS WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. TERM; ADDITIONAL TERMINATION RIGHTS

9.1 Term; Renewal Term. This Agreement shall be in effect for a period of three (3) years from the Effective Date (the "Initial Term"), unless earlier terminated in accordance with the terms of this Agreement. This Agreement may be renewed at RIDE's option for up to two (2) years thereafter annually on the terms and conditions in force at the date of the extension (each considered a "Renewal Term") and utilizing pricing to be negotiated but consistent with and no less favorable than the pricing in force at the date of the extension.

9.2 This Agreement and the Statement of Work are premised on sufficient participation by all PARCC Consortium member states in good standing to meet the full financial terms specified in the Contractor's proposal for the Statement of Work. The Contractor will not experience cost savings from reduced participation by fewer of the PARCC Consortium States than anticipated in the Solicitation and Contractor proposal. Consequently, if the participation of PARCC Consortium states is reduced, such that the extent of participation, purchases and payment by the PARCC Consortium States will fall below the \$5.5 million annual contract value, then the remaining PARCC Consortium States contracting with the Contractor for the Statement of Work collectively may pursue any combination of the following:

1. agree to increase their respective financial commitment in order to pay Contractor the amounts provided for in its proposal;
2. negotiate a reduction in the Statement of Work acceptable to the Contractor that will be provided based on a reduced level of payment; or
3. determine another means satisfactory to the Contractor to pay the anticipated fees despite reduced participation by PARCC Consortium States.

If the PARCC Consortium States cannot arrange an alternative acceptable to the Contractor to the existing payments anticipated pursuant to Contractor's proposal, then Contractor may terminate the Agreement and will be excused from all further performance obligations.

9.3 Termination Charges. Termination charges (if any) with respect to termination of any Statement of Work, Schedule, Attachment or the Agreement shall be pursuant to a Statement of Work.

9.4 Effect of Termination. Upon expiration or termination for any reason of this Agreement or any portion hereof, Contractor shall:

9.4.1 Immediately cease using RIDE's Confidential Information (or in the event of a partial expiration or termination, cease using such portion of RIDE's Confidential Information that relates to the agreement that has expired or terminated) and return, within fifteen (15) days after demand, or at the request of RIDE, destroy or permanently erase all copies of that Confidential Information in its possession or control (in each case at no additional charge unless

explicitly set forth herein), except that Contractor will be permitted to retain one copy of such part of the RIDE Confidential Information for the purposes of and for so long as required by Law or its legitimate internal compliance requirements;

9.4.2 Ensure that during the return of the RIDE Confidential Information to RIDE, the confidentiality, integrity and availability of such Confidential Information is maintained;

9.4.3 Cease using any physical or virtual access rights granted to Contractor by RIDE in relation to any Services; and

9.4.4 Immediately return any equipment or other material belonging to RIDE and not otherwise referred to above in this Section 9.4 to a location designated by RIDE.

Contractor shall, upon RIDE's request, execute and deliver to RIDE a certification from Contractor and any subcontractor that all RIDE Confidential Information has either been returned to RIDE or destroyed in accordance with the above requirements.

9.5 Work-In-Progress Upon Termination; Fees Due At Termination (as applicable). Upon expiration or termination of this Agreement or any portion hereof, Contractor shall immediately deliver to the PARCC Consortium all applicable Services and/or Deliverables (including work-in-progress). Within sixty (60) days of termination of this Agreement or portion thereof for any reason, Contractor shall submit to RIDE an itemized invoice for any unpaid fees or expenses properly payable by RIDE in accordance with this Agreement or the applicable portion. RIDE, upon payment of amounts so invoiced, shall thereafter have no liability or obligation to Contractor whatsoever for any further fees or expenses arising under this Agreement or such portion.

9.6 Termination Assistance Services. In the event of termination of this Agreement or any portion hereof, Contractor shall cooperate with and assist RIDE in effecting the orderly transfer of Services to RIDE or a third party for the resumption of any Services ("Termination Assistance Services") as mutually agreed to by the parties in writing. RIDE shall have the right to receive Termination Assistance Services from Contractor upon request after notification of Termination, and such Termination Assistance Services for a period of up to twelve (12) months, which services shall provide all assistance reasonably necessary to ensure the continuation of the affected Services and their performance in accordance with the targets set in the Service Levels and the successful transfer of the affected Services to RIDE or to any new Contractor selected by RIDE. Such termination assistance services shall first be rendered using resources already working on RIDE's account and included within the fees, provided that the use of such resources shall not adversely impact Contractor's adherence to this Agreement (including Service Levels); then by resources already working on RIDE's account and included within the fees, to the extent that RIDE permits certain terms of the Agreement to be relaxed; and finally, using additional resources at costs determined by a rate card attached to this Agreement and/or the applicable Statement of Work, or otherwise as mutually agreed to by the Parties in writing.

10. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE EXPRESSLY ALLOWED OR PROVIDED UNDER THIS AGREEMENT, RIDE'S SOLE LIABILITY UNDER THIS AGREEMENT SHALL BE TO PAY FOR ACCEPTABLE WORK

PERFORMED PRIOR TO EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT; 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 SIXTY (60) DAYS OF RECEIVING OR SENDING THE NOTICE OF TERMINATION. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE RIDE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

11. ADDITIONAL INDEMNIFICATION OBLIGATIONS

11.1 Contractor Indemnity for Personal Injury and Property Damages. Contractor shall indemnify and hold harmless RIDE and its directors, officers, employees and agents from and against all Losses for personal injury (including death) or real and/or tangible property damage, arising out of acts or omission to act under the Agreement of employees, contractors or agents of Contractor.

11.2 Contractor Indemnity for Third Party Claims. Contractor shall indemnify and hold harmless RIDE, its Affiliates, and its and their directors, officers, employees and agents from and against all Losses arising from: (i) any breach by Contractor of any representation, warranty or obligation set forth in this Agreement, (ii) any breach by Contractor of its information security and confidentiality obligations set forth in this Agreement and/or (iii) any claim that RIDE's use or its Affiliates' use or possession of any or all Services, Deliverables, or other related materials, or the exercise by RIDE of its rights granted under this Agreement, infringes, misappropriates or violates any Intellectual Property Rights.

11.3 Notice and Control. At the request of the indemnified party from time to time after any such claims, the indemnifying party shall, at its sole expense, defend, with counsel reasonably acceptable to the indemnified party, all claims, suits or proceedings arising out of the foregoing. The indemnifying party shall be notified promptly of any such claims, suits or proceedings in writing and, if requested to defend said action, given full and complete authority, information and assistance for the defense of same, provided, however, the indemnifying party shall have no authority to enter into any settlement or compromise on behalf of the indemnified party without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld. In all events, the indemnified party shall have the right to defend any indemnifiable claim itself, or in the case of a claim defended by the indemnifying party, participate in the defense of any proceedings with counsel of its own choosing, at its expense.

11.4 Rights Upon Infringement Claim. In addition to its obligations under this Agreement, if use of any Services, Deliverables or portion thereof is held to constitute an infringement or misappropriation of any Intellectual Property Rights or if in Contractor's reasonable opinion, use of the Services, Deliverables or portion thereof, is likely to be held to constitute an infringement or misappropriation, Contractor shall either, at its expense and option: (i) procure the right for RIDE to continue using the Services or Deliverables; or (ii) replace all copies of Services or Deliverables with a non-infringing and non-misappropriating functionally equivalent product or service conforming to the Acceptance Criteria; or (iii) modify the Services, Deliverables or portion thereof to make them non-infringing and non-misappropriating while conforming to the Acceptance Criteria; or (iv) if options (i)-(iii) are not commercially reasonable as demonstrated

by Contractor to RIDE, terminate the applicable portion hereof and refund to RIDE the fees paid for the applicable Services or Deliverables.

12. INFORMATION SECURITY AND CONFIDENTIALITY

12.1 Confidential Information. Any Confidential Information provided by a disclosing party hereunder shall be treated by the receiving party as being the proprietary information of the disclosing party, and shall be held in strict confidence by the receiving party. In addition, any Personal Data shall be deemed to be the Confidential Information of the disclosing party and the receiving party will be subject to all applicable laws restricting the collection, use, disclosure, processing and free movement of such Personal Data.

12.2 Confidential Information Requirement. With respect to all Confidential Information, the receiving party shall not: (i) provide or make available the disclosing party's Confidential Information in any form to any person other than those employees or contractors of the receiving party who have a need to know such Confidential Information in order for the receiving party to exercise its rights or perform its obligations under this Agreement, and then only in accordance with all other terms of this Agreement; (ii) reproduce the disclosing party's Confidential Information except for use reasonably necessary for the receiving party to exercise its rights and perform its obligations under this Agreement; and (iii) exploit or use the disclosing party's Confidential Information for any purpose other than as required for the receiving party to exercise its rights and perform its obligations under this Agreement. In the event that the receiving party is specifically authorized by this Agreement to disclose any Confidential Information to a third party, then the receiving party shall require the third party to execute a Confidentiality Agreement the terms of which shall be no less restrictive than the terms set forth herein. All Personal Data shall remain at all times during and after the term of this Agreement the exclusive property of the disclosing party.

12.3 Exclusion of Confidential Information. Notwithstanding the foregoing, "Confidential Information" shall not include information that does not constitute Personal Data and was:

12.3.1 in the public domain prior to the receipt of same by the receiving party;

12.3.2 in the receiving party's possession and/or known to the receiving party prior to its receipt hereunder as evidenced by written documentation and was not acquired directly or indirectly from the disclosing party;

12.3.3 received by the receiving party from a third party where the receiving party was without an obligation of secrecy with respect thereto and was not acquired directly or indirectly from the disclosing party; and/or

12.3.4 independently developed by the receiving party without use of access or reference to, or any benefit of, the disclosing party's Confidential Information.

Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other and made a reasonable effort to obtain a protective order; or (y) to establish a party's rights under this Agreement, including to make such court filings as it may be required to do.

12.4 Safekeeping of Confidential Information. Contractor shall establish and maintain, throughout the term of this Agreement, policies and procedures to ensure the safekeeping of RIDE's Confidential Information and prevent unauthorized access to or use of such Confidential Information in compliance with applicable regulatory requirements, and consistent with industry standards. In addition to its other obligations set forth in this Agreement, whenever Contractor possesses, stores, processes or has access to RIDE Confidential Information (inclusive of RIDE Personal Data), Contractor shall comply with those information security policies and procedures reasonably required by RIDE from time to time and communicated to Contractor in writing, as well as those set forth in Attachment _____ and any policies and compliance forms located in the data room (the "IS Requirements"). If requested, Contractor will explain to RIDE how Contractor will comply with the IS Requirements, and shall demonstrate its compliance upon request as set forth in Section 17 below.

12.5 Contractor Access to Confidential Information. Unless and until RIDE is satisfied that Contractor is fully complying with this Section 12, RIDE will not be bound by any obligation to allow Contractor access to RIDE's Confidential Information, or to pay for any Services or Deliverables that are dependent on Contractor's access to such Confidential Information.

12.6 Notice of Misuse or Fraud. Each party shall notify the other party immediately of any suspected or known fraud relevant to its activities under this Agreement, or of any unauthorized access, possession, use, or knowledge, or attempt thereof, of Confidential Information and agrees to cooperate with the other party to investigate the occurrence and mitigate the impact of such an event. Each party shall promptly provide the other party with full details of any such event and use all available efforts to prevent a recurrence of any such event.

12.7 Subpoena. In the event that a subpoena or other legal process in any way concerning the disclosing party's Confidential Information is served upon the receiving party, the receiving party shall, if lawfully permitted to do so, notify the disclosing party immediately upon receipt of such subpoena or other legal process and shall cooperate with the disclosing party in any lawful effort by the disclosing party to contest the legal validity of such subpoena or other legal process.

12.8 Injunctive Relief. The parties agree that monetary damages will not be an adequate remedy if this Section 12 regarding Confidential Information is breached and therefore, a disclosing party shall, in addition to any other legal or equitable remedies, be entitled to seek injunctive relief against any breach or threatened breach of this Section 12 by the receiving party with respect to the disclosing party's Confidential Information.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 Third Party Consents. Contractor shall have financial and administrative responsibility for obtaining any third party consents and any additional licenses that may be necessary to perform the Services hereunder.

13.2 License Grant to Perform Services. RIDE hereby grants Contractor a limited, non-exclusive, non-transferable license to use any RIDE Intellectual Property required solely to perform the Services. Contractor hereby grants RIDE a perpetual, royalty-free, worldwide, non-exclusive license to use any Contractor Intellectual Property related to the Services, whenever

such Contractor Intellectual Property may be introduced, for the term of the Agreement and any termination assistance period.

13.3 Ownership of Deliverables. Unless the parties hereto agree otherwise in writing, all Deliverables created in connection with the Services provided by Contractor under this Agreement, including, but not limited to, any and all test-related content delivered under this Agreement, 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, score interpretation guide content, draft and final study reports, and any and all Intellectual Property Rights therein, 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 owned and managed as directed by the PARCC Consortium Governing Board. Each individual state within the PARCC Consortium contracting for the Statement of Work shall own all its specific data, student response data, score files, and student reports. 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 will be owned and managed as directed by the PARCC Consortium Governing Board. Other than in the performance of this Agreement, the Contractor, subcontractor(s), officers, agents and assigns shall not make use of, or disclose the Deliverables and/or Know How to any entity or person outside of the RIDE and/or the PARCC Consortium without the express written authorization of the Oversight Committee. Contractor shall notify the Oversight Committee, within fifteen (15) Business Days, of the creation of any Deliverables by it or its subcontractor(s). If and to the extent any such Deliverables are not considered a work made for hire (or equivalent) under applicable Law, Contractor hereby irrevocably assigns, and shall assign, to such entity as may be designated by the PARCC Consortium Governing Board without further consideration, all of Contractor's right, title and interest in and to such Deliverables, including Intellectual Property Rights in and to such Deliverables. The PARCC Consortium Governing Board will establish the ownership rights and management over any Intellectual Property Rights in and to such Deliverables.

Contractor agrees to execute any documents and take any other actions reasonably requested by the Oversight Committee to effectuate the purposes of this Section 13.3, including by way of an assignment of future Intellectual Property Rights or rights to take action for any past, present or future damages and other remedies in respect of any infringement, in each case if required under applicable Laws for the enforcement of such Intellectual Property Rights. The Contractor has a non-exclusive, non-transferable, worldwide, limited right and license to use, execute, reproduce, display, perform, modify and distribute the Deliverables for the sole purpose of providing the Services during the term of the applicable Statement(s) of Work pursuant to this Agreement; provided that this license does not give Contractor the right, and Contractor is not authorized, to sublicense such Deliverables or use them for the benefit of other customers or for any other purpose without the prior written consent of the Executive Committee or Governing Board. Contractor shall take no affirmative actions that might have the effect of vesting all or part of the Deliverables in any entity other than as the PARCC Executive Committee or Governing Board directs or approves. If, by judgment of a court of competent jurisdiction, Deliverables and/or Know How are not deemed to be created or owned as approved or directed by the PARCC Governing Board, then Contractor, to the extent it is legally able to do so, hereby acknowledges and agrees to grant to RIDE a perpetual, non-

exclusive, royalty free license to reproduce, publish, use, copy and modify all the Deliverables and Know How.

13.4 License Grant to Use Contractor IP. To the extent that any Contractor IP Rights are embedded in any Deliverables covered by Section 13.3, Contractor shall not, and shall cause that no Contractor Affiliate shall, be deemed to have assigned such Contractor IP Rights to RIDE, but Contractor hereby grants (or shall cause such Affiliate to grant) to PARCC states in good standing contracting for the Statement of Work a worldwide, perpetual, irrevocable, non-exclusive, fully paid-up license, with the right to grant sublicenses, to use, execute, reproduce, display, perform, modify, enhance, distribute and create derivative works of such Contractor IP Rights, as and to the extent necessary for RIDE and/or the PARCC Consortium States to achieve the full benefit of Contractor's ownership rights in the Deliverables.

13.5 IP Rights. Neither party shall acquire any right or title in or to the marketing materials, logos, trade names, service marks or other materials including any Intellectual Property Rights of such materials of the other.

14. INDEPENDENT CONTRACTOR

Contractor, including its employees or agents, is an independent contractor and is not to be considered an employee or agent of RIDE for any purpose. This Agreement does not obligate RIDE to use Contractor exclusively or engage Contractor to provide any Services and does not obligate Contractor to accept offers to provide Services, exclusively or otherwise.

15. ASSIGNMENT AND SUCCESSORS

Contractor may not assign this Agreement without RIDE's agreement. Any attempted assignment that does not comply with the terms of this Section shall be null and void. This Agreement shall bind and inure to the benefit of the parties to this Agreement and their respective successors, representatives, and permitted assigns.

16. AUDITS

16.1 Access to Facilities. Contractor shall, no more frequently than annually, during regular business hours and upon reasonable notice, permit the Oversight Committee or its representatives to perform an audit of Contractor's and its subcontractors' facilities, equipment, books and records (electronic or otherwise), operational systems, employees, contractors, subcontractors, and such other audits as may be necessary to ensure Contractor's and its subcontractors' compliance with the terms and conditions of this Agreement, as well as applicable Laws and to ensure Contractor's financial and operational viability. The Oversight Committee's designated auditors will have full access to Contractor's and Contractor subcontractors' facilities, personnel and records (excluding records evidencing Contractor's and Contractor subcontractors' costs of providing Services) related to the Services to perform such operational, technical, regulatory and financial audits as well as fraud checks. All information required for the audit shall be provided in a timely manner, in a format acceptable to the Oversight Committee and at no additional cost. This right will exist during the term and up to one (1) year after termination of the agreement. The Oversight Committee shall not designate as external auditors any entities that are direct competitors to Contractor in respect of the provision of the in-scope Services and all auditors will enter into a confidentiality agreement

with Contractor which shall contain provisions that are reasonably necessary to maintain the confidentiality of the confidential information of the Contractor. Contractor shall make available its annual financial audit to the Oversight Committee within 150 days of year's end. The full cost of any audit requested by RIDE beyond the annual audit contemplated by this section shall be borne by RIDE at no cost to the Contractor.

16.2 Non-Compliance. If an audit conducted pursuant to Section 16.1 above reveals any non-compliance or other deficiencies relating to risks to Contractor's systems and facilities which could result in the unauthorized destruction, loss, alteration, disclosure of or access to RIDE's Confidential Information, then (a) a senior technology executive of Contractor shall promptly meet with a representative of RIDE to discuss the matter, and (b) Contractor shall promptly take action to remedy the non-compliance or deficiencies and/or resolve the matters so that any deficiencies are remedied to RIDE's reasonable satisfaction (including with respect to the timeline of the remediation). Contractor and RIDE shall develop and agree upon an action plan to promptly address and resolve any deficiencies, concerns and/or recommendations arising out of any audit, and Contractor, at its own expense, shall undertake remedial action in accordance with such action plan and the dates specified therein. RIDE shall have the right to perform additional test procedures to ensure the deficiencies have been resolved appropriately.

17. INSURANCE

17.1 Required Insurance. Contractor shall maintain during the term of this Agreement the following insurance ("Required Insurance"):

17.1.1 Worker's Compensation and employers' liability insurance as prescribed by applicable law;

17.1.2 Commercial general liability insurance (bodily injury, product liability and property damage) with contractual liability insurance to cover liability relating to this Agreement and the limits of such insurance shall not be less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate;

17.1.3 Automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limit of which shall not be less than \$1,000,000 per occurrence;

17.2 Certificates of Insurance. Contractor shall promptly deliver to RIDE certificates of insurance made out by the applicable insurer(s) or their authorized agents for the insurance required under this section and for any material policy amendments thereto. Each policy shall provide for thirty (30) days prior written notice to be given by insurer to RIDE in the event of any termination, non-renewal or cancellation or any material change in coverage or deductibles. Contractor, Contractor's insurer(s) and anyone claiming by, through, under or on Contractor's behalf shall have no claim, right of action or right of subrogation against RIDE or its customers based on any loss or liability insured under the Required Insurance. All Required Insurance shall be carried with responsible insurance companies of recognized standing which are authorized to do business in the state in which the Services are rendered and are rated "A VIII" or better by A.M. Best.

18. ENTIRE AGREEMENT; AMENDMENTS

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. No prior or contemporaneous representations, correspondence, inducements, promises or agreements, oral or written, between the parties relating thereto shall be of any force or effect. The terms of this Agreement may be modified only by an instrument in writing that expressly references this Agreement and is executed by both parties.

19. WAIVER

No failure of either party to exercise any right given to it under this Agreement or to insist upon strict compliance by the other party to its obligations under this Agreement, and no custom or practice of the parties in variance with the terms of this Agreement, shall constitute a waiver of either party's right to demand exact compliance with the terms of this Agreement. Any waiver of any breach of any provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof.

20. FORCE MAJEURE

Neither party shall be liable for any failure to perform any of its obligations under this Agreement during any period in which such failure to perform arises directly or indirectly out of an Excusable Cause, provided that the party so delayed immediately notifies the other party of such delay in writing and uses its best efforts to minimize the adverse effect of such events. If such failure by Contractor exceeds or is reasonably likely to exceed a cumulative period of ninety (90) days, RIDE may terminate this Agreement or any portion hereof immediately without liability.

21. NOTICES

All notices and other communications shall be in writing, or by facsimile or electronic mail and subsequently confirmed in writing, and shall be deemed to be given when transmitted or three (3) days after deposited in the United States mail, postage prepaid addressed as follows or to such other address as shall be provided in accordance with this Section:

To Contractor: [INSERT]

To RIDE: [INSERT]

To Oversight Committee: [INSERT]

22. CONTINUOUS IMPROVEMENT

Continuous Improvement. Contractor will commit to continuously and incrementally improving its performance of the Services provided under this Agreement and all Statements of Work consistent with developments in the market for services similar in scope, scale and geographic

coverage. Contractor will review all Services and their associated charges with the Oversight Committee at least annually, and where available improvements in performance or appropriate reductions in charges are identified, will on request from the Oversight Committee make such improvements or reductions promptly. Additionally, Contractor will be required to deliver specific performance improvements in some Service Level Agreements that will be identified as subject to Continuous Improvement.

23. REMEDIES

Unless otherwise expressly provided, all rights, remedies, powers and privileges conferred upon Contractor and RIDE under this Agreement shall be cumulative and shall not be deemed to exclude any other right that either party may have at Law or in equity.

24. INCIDENT MANAGEMENT

In each Statement of Work, Contractor and the Oversight Committee shall each designate principal contacts who shall be familiar with the Services and/or Deliverables to be provided by Contractor thereunder, and who shall serve as initial escalation points in the event of any dispute. In addition, with respect to any incident relating to the Services or Deliverables to be provided hereunder that could result in financial, customer or reputational loss to RIDE (e.g., the safety of RIDE employees or customers is compromised, there is a disruption to RIDE's customer service or there is a breach of regulatory or legal obligations), Contractor shall promptly inform a designated RIDE contact of the occurrence of such incident by telephone, electronic mail or similar form of communication, so that the parties may work together, if appropriate, to mitigate the impact of such incident and prevent, if possible, its reoccurrence in the future.

25. BINDING ON SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns as permitted by this Agreement.

26. INTERPRETATION

This Agreement has been mutually negotiated, and therefore shall be deemed to have been negotiated and prepared at the joint request, direction, and construction of all parties, at arms length, and shall be interpreted in accordance with the terms without favor to any party.

27. COUNTERPARTS

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.

SECTION III

BUDGET AND PRICING 3.1 PROJECT BUDGET

Name	Position Title	Number of Hours	Hourly Rate (including Benefits)	Salary and Benefits Total
Brendon Bourque	Administrative/Clerical	960	\$37	\$35,520
Valerie Boahene	Contracts Specialist	1,728	\$43	\$74,304
Rebecca Hawkins	Contracts Specialist	960	\$43	\$41,280
Lesley Muldoon	Deputy Director	480	\$80	\$38,400
Laura Slover	Executive Director	960	\$166	\$159,360
Curt Smith	Finance Director	1,440	\$135	\$194,400
Jess Ashburn	Human Resources Manager	480	\$60	\$28,800
Mimi Abdulkadir	Meeting Planning Specialist	480	\$40	\$19,200
TBC32 Sr Program Associate	Mid Level Analyst I	1,920	\$54	\$103,680
TBH - Sr Program Associate	Mid Level Analyst I	1,920	\$52	\$99,840
TBH - Sr Program Associate	Mid Level Analyst I	1,920	\$52	\$99,840
TBH - Sr Program Associate, Math	Mid Level Analyst I	1,920	\$47	\$90,240
TBH - Sr Program Associate, ELA	Mid Level Analyst I	960	\$56	\$53,760
Danielle Branson	Mid Level Analyst II	1,920	\$44	\$84,480
Stephanie Snyder	Mid Level Analyst II	1,440	\$44	\$63,360
Annie Chen	Mid Level Analyst III	1,920	\$44	\$84,480
Emily Alvarez	Mid Level Analyst III	1,920	\$44	\$84,480
Francine Markowitz	Mid Level Analyst III	1,920	\$43	\$82,560
Yanina Torres	Mid Level Analyst III	1,920	\$44	\$84,480
TBH - Program Coordinator Summative	Mid Level Analyst III	1,920	\$37	\$71,040
Katrina Santner	Mid Level Analyst III	1,440	\$43	\$61,920
TBC33 - Wes Bruce	Consultant	800	\$102	\$81,600
Allison Barr	Operations & Delivery Specialist I	1,440	\$58	\$83,520
Theresa Chapman	Operations & Delivery Specialist I	1,920	\$60	\$115,200
Sarah Mathews	Operations & Delivery Specialist II	1,440	\$43	\$61,920
David Connerty-Marin	Principal	960	\$83	\$79,680
Tracy Graham	Principal	1,920	\$102	\$195,840
Jeff Nellhaus	Principal	1,440	\$144	\$207,360
Doug Sovde	Principal	768	\$102	\$78,336
Jeff Cuff	Principal	480	\$135	\$64,800

Chloe Torres	Senior Analyst	1,920	\$74	\$142,080
Patricia Conner	Senior Analyst	1,440	\$69	\$99,360
Tracy Halka	Senior Analyst	1,440	\$78	\$112,320
Kevin Days	Senior Analyst	480	\$95	\$45,600
Tamara Reavis	Senior Consultant	960	\$81	\$77,760
Dana Breitweiser	Senior Consultant	1,920	\$58	\$111,360
Linda Kaniecki	Senior Consultant	1,920	\$74	\$142,080
Wendi Anderson	Senior Consultant	960	\$56	\$53,760
Twianie Roberts	Senior Consultant	960	\$68	\$65,280
Gene Wright	Senior Contracts Specialist	1,728	\$95	\$164,160
Inga Craey	Senior Finance Specialist	1,920	\$61	\$117,120
Enis Dogan	Senior Scientist I	960	\$91	\$87,360

Total Request		58,304	\$66	\$3,841,920
		FTE	30.37	

Purchased Services Detail

Name	Position Title	Hours	Hourly Rate	Total \$
Center for Assessment	Subject Matter Expert	480	\$206	\$99,000.00
CRH Consulting (RI MBE)	Subject Matter Expert	267	\$206	\$55,000.00
Contractor TBH	Subject Matter Expert	670	\$206	\$138,020.00
Total Request		1,417	\$619	\$292,020

Other Expenditure Detail

Expense Category	Description			Total
Supplies & Materials	Normal office supplies, copier			\$48,000
Travel	State Employee travel to 2 Governing Board meetings/year plus Employee travel - 1 state engagement trip to each state per year			\$126,000
Printing	n/a			\$0
Office Expense	Per headcount cost for office space			\$286,608
Other				

Legal-IP Mgmt	Intellectual Property management and custodianship required under PMSC			\$72,860
Web Hosting	Annual cost for hosting consortium website			\$30,000
Sharepoint	Annual hosting cost for consortium collaboration system			\$3,000
Indirect cost				\$799,592
			TOTAL	\$5,500,000

3.2 PAYMENT SCHEDULE

Deliverable Bundle	Workstream	Payment Milestone	% of T
1	PM	Review vendor annual Program Plan documents	19%
	PM	Review vendor Program Summaries, Dashboards, Risk Registers for Consortium	
	PM	Post Decision Tracking Report and Integrated Program Summary	
	PM	Begin document management site update. Facilitate and document any meetings or calls	
	PM	Audit document management site	
	PM	Begin Project Charter development. Facilitate and document any meetings or calls and/or draft documents.	
	SEC	Facilitate and document any meetings or calls of Governing Board, State Leads, ad hoc committees and working groups	
	SEC	Post Communications Reports	
	SA	Baseline PARCC Test Design Documents (blueprints/guidelines)	
	SA	Manage and review all summative development specifications and activities	
	TP	Begin technology plan development. Facilitate and document any meetings or calls and/or draft documents.	
	RV	Begin research agenda development. Facilitate and document any meetings or calls and/or draft documents.	
	NSA	Begin non-summative strategic plan development. Facilitate and document any meetings or calls and/or draft documents.	
	SLA	Report Log of Vendor deliverable status (accepted, rejected, etc)	
2	PM	Review vendor Program Summaries, Dashboards, Risk Registers for Consortium	10%
	PM	Post Decision Tracking Report and Integrated Program Summary	
	PM	Complete document management site update	
	PM	Audit document management site	
	PM	Project Charter development. Facilitate and document any meetings or calls and/or draft documents.	
	SEC	Facilitate and document any meetings or calls of Governing Board, State Leads, ad hoc committees and working groups	
	SEC	Post Communications Reports	
	SA	Manage and review all summative development specifications and activities	
	TP	Technology plan development. Facilitate and document any meetings or calls and/or draft documents.	

	RV	Research agenda development. Facilitate and document any meetings or calls and/or draft documents.			
	NSA	Non-summative strategic plan development. Facilitate and document any meetings or calls and/or draft documents.			
	SLA	Report Log of Vendor deliverable status (accepted, rejected, etc)			
3	PM	Review vendor Program Summaries, Dashboards, Risk Registers for Consortium	11%		
	PM	Post Decision Tracking Report and Integrated Program Summary			
	PM	Audit document management site			
	PM	Complete Project Charters			
	SEC	Facilitate and document any meetings or calls of Governing Board, State Leads, ad hoc committees and working groups			
	SEC	Post Communications Reports			
	SA	Manage and review all summative development specifications and activities			
	TP	Technology plan development. Facilitate and document any meetings or calls and/or draft documents.			
	RV	Complete Research Agenda			
	NSA	Complete Non-Summative Strategic Plan			
	SLA	Report Log of Vendor deliverable status (accepted, rejected, etc)			
	4	PM		Review vendor Program Summaries, Dashboards, Risk Registers for Consortium	10%
		PM		Post Decision Tracking Report and Integrated Program Summary	
PM		Audit document management site			
SEC		Facilitate and document any meetings or calls of Governing Board, State Leads, ad hoc committees and working groups			
SEC		Post Communications Reports			
SA		Manage and review all summative development specifications and activities			
TP		Technology plan development. Facilitate and document any meetings or calls and/or draft documents.			
SLA		Report Log of Vendor deliverable status (accepted, rejected, etc)			
5		PM	Review vendor Program Summaries, Dashboards, Risk Registers for Consortium	10%	
	PM	Post Decision Tracking Report and Integrated Program Summary			
	PM	Audit document management site			
	SEC	Facilitate and document any meetings or calls of Governing Board, State Leads, ad hoc committees and working groups			
	SEC	Post Communications Reports			
	SA	Manage and review all summative development specifications and activities			
	TP	Complete Technology Plans			
	SLA	Report Log of Vendor deliverable status (accepted, rejected, etc)			

6	PM	Review vendor Program Summaries, Dashboards, Risk Registers for Consortium	10%
	PM	Post Decision Tracking Report and Integrated Program Summary	
	PM	Audit document management site	
	SEC	Facilitate and document any meetings or calls of Governing Board, State Leads, ad hoc committees and working groups	
	SEC	Post Communications Reports	
	SA	Manage and review all summative development specifications and activities	
	SLA	Report Log of Vendor deliverable status (accepted, rejected, etc)	
7	PM	Review vendor Program Summaries, Dashboards, Risk Registers for Consortium	10%
	PM	Post Decision Tracking Report and Integrated Program Summary	
	PM	Audit document management site	
	SEC	Facilitate and document any meetings or calls of Governing Board, State Leads, ad hoc committees and working groups	
	SEC	Post Communications Reports	
	SA	Manage and review all summative development specifications and activities	
	SLA	Report Log of Vendor deliverable status (accepted, rejected, etc)	
8	PM	Review vendor Program Summaries, Dashboards, Risk Registers for Consortium	10%
	PM	Post Decision Tracking Report and Integrated Program Summary	
	PM	Audit document management site	
	SEC	Facilitate and document any meetings or calls of Governing Board, State Leads, ad hoc committees and working groups	
	SEC	Post Communications Reports	
	SA	Manage and review all summative development specifications and activities	
	SLA	Report Log of Vendor deliverable status (accepted, rejected, etc)	
9	PM	Review vendor Program Summaries, Dashboards, Risk Registers for Consortium	10%
	PM	Post Decision Tracking Report and Integrated Program Summary	
	PM	Audit document management site	
	SEC	Facilitate and document any meetings or calls of Governing Board, State Leads, ad hoc committees and working groups	
	SEC	Post Communications Reports	
	SA	Manage and review all summative development specifications and activities	
	SLA	Report Log of Vendor deliverable status (accepted, rejected, etc)	
			100

3.3 Contract Deliverables

Service Component	Deliverable	Specifications/Acceptance Criteria	Frequency	PARCC Inc. Deliverable, Verify Vendor Deliverable, or SLA
PM1	Weekly Status Report	Posted to PARCC Sharepoint Site	Weekly	Verify Vendor Deliverable
PM2	Decision tracking report	Posted to PARCC Sharepoint Site	Monthly	PARCC Inc. Deliverable
PM3	Risk register	Posted to PARCC Sharepoint Site	Monthly	Verify Vendor Deliverable
PM4	Program dashboard	Posted to PARCC Sharepoint Site	Monthly	Verify Vendor Deliverable
PM5	Contract change report	Posted to PARCC Sharepoint Site	Monthly	PARCC, Inc. Deliverable
PM6	Master schedule	Posted to PARCC Sharepoint Site	Monthly	Verify Vendor Deliverable
PM7	Program summary	Posted to PARCC Sharepoint Site	Monthly	PARCC, Inc. Deliverable
PM8	Release and deployment plan	Posted to PARCC Sharepoint Site	Annually	PARCC, Inc. Deliverable
PM9	PARCC Project Charter	Posted to PARCC Sharepoint Site	Annually	PARCC, Inc. Deliverable
SEC1	Revised PARCC governance structure	Approved by Governing Board	One-Time	PARCC Inc. Deliverable
SEC2	Revised PARCC by-laws and decision rights	Approved by Governing Board	One-Time	PARCC Inc. Deliverable
SEC3	Governing Board meeting documents: contracts, invitations, participant lists, agendas, minutes	Posted to PARCC Sharepoint Site	Semi-Annually	PARCC, Inc. Deliverable
SEC4	Governing Board call agendas and minutes	Posted to PARCC Sharepoint Site	8/YR	PARCC, Inc. Deliverable
SEC5	Executive call agendas and minutes	Posted to PARCC Sharepoint Site	2 per month	PARCC, Inc. Deliverable
SEC6	State Leads call agendas and minutes	Posted to PARCC Sharepoint Site	Bi-Monthly	PARCC, Inc. Deliverable
SEC7	Ad hoc committee and working group calls agendas and minutes	Posted to PARCC Sharepoint Site	Weekly	PARCC, Inc. Deliverable

SEC8	State Leads meeting documents: invitations, participant lists, agendas, minutes	Posted to PARCC Sharepoint Site	8 per year	PARCC, Inc. Deliverable
SEC9	Project-specific meetings agendas and minutes	Posted to PARCC Sharepoint Site	7 per year	PARCC, Inc. Deliverable
SEC10	Decision Summary list for Governing Board	Posted to PARCC Sharepoint Site	Quarterly	PARCC, Inc. Deliverable
SEC11	Decision Summary list for State Leads	Posted to PARCC Sharepoint Site	Monthly	PARCC, Inc. Deliverable
SEC12	Decision Tracking list for Governing Board	Posted to PARCC Sharepoint Site	Quarterly	PARCC, Inc. Deliverable
SEC13	Decision-making support memos, PowerPoint presentations, etc.	Posted to PARCC Sharepoint Site	Monthly and/or as needed for various meetings	PARCC, Inc. Deliverable
SEC14	State Engagement Master Calendar	Posted to PARCC Sharepoint Site	Monthly	PARCC, Inc. Deliverable
SEC15	Committee/working groups roster	Posted to PARCC Sharepoint Site	Monthly	PARCC, Inc. Deliverable
SEC16	Proposed Quality Metric for State Participation	Posted to PARCC Sharepoint Site	One-Time	PARCC, Inc. Deliverable
SEC17	Final Quality Metrics for State Participation	Posted to PARCC Sharepoint Site	One-Time	PARCC, Inc. Deliverable
SEC18	State Engagement summary	Posted to PARCC Sharepoint Site	Quarterly	PARCC, Inc. Deliverable
SEC19	Master schedule of communications activities	Posted to PARCC Sharepoint Site	Annually	PARCC, Inc. Deliverable
SEC20	Media relations protocol	Posted to PARCC Sharepoint Site	One-Time	PARCC, Inc. Deliverable
SEC21	Media call log with caller, nature of call, to whom it was referred, resolution	Posted to PARCC Sharepoint Site	Monthly	PARCC, Inc. Deliverable
SEC22	Report on communications activities	Posted to PARCC Sharepoint Site	Monthly	PARCC, Inc. Deliverable
SEC23	Electronic newsletter	Posted to PARCC Sharepoint Site	Quarterly	PARCC, Inc. Deliverable
SEC24	Press releases	Posted to PARCC Sharepoint Site	4-8/ YR1	PARCC, Inc. Deliverable
SEC25	Organized communications resources library	Posted to PARCC Sharepoint Site	Annually	PARCC, Inc. Deliverable
SEC26	Press release and summary of coverage of annual public release of assessment score results	Posted to PARCC Sharepoint Site	Annually	PARCC, Inc. Deliverable
SEC27	Annual communications strategy, including options for	Posted to PARCC Sharepoint Site	Annually	PARCC, Inc. Deliverable

	augmented communications support			
SA1	Updated Item development specifications (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA2	Updated Form specifications tables V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA3	Updated Math design patterns (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA4	Updated High school course level specifications for math (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA5	Updated Style Guide (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA6	Updated Accessibility Guidelines(V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA7	Updated Cognitive Complexity Measures (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA8	Updated Text Complexity Measures (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA9	Updated Linguistic Complexity Measures (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA10	Updated content frameworks (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA11	Updated performance level descriptors (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA12	Updated accessibility and accommodations manual V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA13	Updated Forms Management Metadata (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA14	Updated Administrative/Statistical Metadata (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA15	Updated Student and Organizational Registration Data (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA16	Updated Student Response Data (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA17	Updated Scoring / Results Data (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA18	Item review schedule (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA19	Item review meeting plans (V)	Posted to PARCC Sharepoint Site	Monthly	Verify Vendor Deliverable
SA20	Item reviewer training materials (V)	Posted to PARCC Sharepoint Site	Monthly	Verify Vendor Deliverable
SA21	Items for review (V)	Posted to PARCC Sharepoint Site	Monthly	Verify Vendor Deliverable

SA22	Item review meeting reports (V)	Posted to PARCC Sharepoint Site	Monthly	Verify Vendor Deliverable
SA23	Test construction specifications (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA24	Form design templates (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA25	Form pulling schedule (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA26	Form pulling meeting plan (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA27	Form pulling training materials (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA28	Pulled forms for review (V)	Posted to PARCC Sharepoint Site	Semi-Annually	Verify Vendor Deliverable
SA29	Form review schedule (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA30	Form review meeting plan (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA31	Form review training materials (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA32	Composed forms for review (V)	Posted to PARCC Sharepoint Site	Semi-Annually	Verify Vendor Deliverable
SA33	Updated test administration manuals and training materials (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA34	Updated Security breach process and protocols (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA35	Updated Test security protocols (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA36	Security Plan (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA37	Administration training modules (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA38	Practice tests (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA39	Platform for UAT (V)	Posted to PARCC Sharepoint Site	Semi-Annually	Verify Vendor Deliverable
SA40	Test deck plan (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA41	Test deck training materials (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA42	Test deck files for review (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA43	Enrollment report by state (V)	Posted to PARCC Sharepoint Site	Semi-Annually	Verify Vendor Deliverable
SA44	Print specifications (V)	Posted to PARCC Sharepoint Site	Semi-Annually	Verify Vendor Deliverable

SA45	Pre-identification specifications (V)	Posted to PARCC Sharepoint Site	Semi-Annually	Verify Vendor Deliverable
SA46	Packaging, Distribution, and Retrieval Specifications (V)	Posted to PARCC Sharepoint Site	Semi-Annually	Verify Vendor Deliverable
SA47	Missing Secure Materials Report (V)	Posted to PARCC Sharepoint Site	Semi-Annually	Verify Vendor Deliverable
SA48	AI Scoring Proof-of-Concept Study report (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA49	Scoring Specifications (V)	Posted to PARCC Sharepoint Site	Semi-Annually	Verify Vendor Deliverable
SA50	Frequency distribution for rule-based scoring review (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA51	Handscoring specifications (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA52	Student responses for rangefinding review (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA53	Handscoring training set review (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA54	Handscoring reports of scored student responses (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA55	Data analysis plan and specification (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA56	Data review plan (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA57	Data reviewer training materials (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA58	Data for review (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA59	Data forensics specifications (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA60	Reporting specifications (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA61	Review reporting webinar (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA62	Program Management Plan (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA63	Quality Management	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA64	Communications Mgmt.	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA65	Staffing Management	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA66	Scope/Change management	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA67	Cost management	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable

SA68	Risk Management	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA69	Schedule Management	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA70	Program dashboard (V)	Posted to PARCC Sharepoint Site	Monthly	Verify Vendor Deliverable
SA71	Program progress summary (V)	Posted to PARCC Sharepoint Site	Monthly	Verify Vendor Deliverable
SA72	Risk register (V)	Posted to PARCC Sharepoint Site	Monthly	Verify Vendor Deliverable
SA73	Program schedule (V)	Posted to PARCC Sharepoint Site	Monthly	Verify Vendor Deliverable
SA74	Annual program review (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA75	Quality metrics (V)	Posted to PARCC Sharepoint Site	Annually	Verify Vendor Deliverable
SA76	Accounting report (V)	Posted to PARCC Sharepoint Site	Quarterly	Verify Vendor Deliverable
TP1	Technology Assets Management Plan	Posted to PARCC Sharepoint Site	Annually	PARCC, Inc. Deliverable
TP2	Technology Acquisitions Plan	Posted to PARCC Sharepoint Site	Annually	PARCC, Inc. Deliverable
TP3	Data Management and Auditing Plan	Posted to PARCC Sharepoint Site	Annually	PARCC, Inc. Deliverable
TP4	Cross-Vendor Integration Meeting Summary	Posted to PARCC Sharepoint Site	Quarterly	PARCC, Inc. Deliverable
TP5	Annual technology strategic plan	Posted to PARCC Sharepoint Site	Annually	PARCC, Inc. Deliverable
RA1	PARCC Assessment Results Release Plan	Posted to PARCC Sharepoint Site	One-Time	PARCC, Inc. Deliverable
RA2	State-by-State Assessment Results Release Schedule	Posted to PARCC Sharepoint Site	One-Time	PARCC, Inc. Deliverable
RA3	Press Release of PARCC-wide Assessment Results	Posted to PARCC Sharepoint Site	One-Time	PARCC, Inc. Deliverable
RA4	Model Press Release of PARCC-wide Assessment Results for States	Posted to PARCC Sharepoint Site	One-Time	PARCC, Inc. Deliverable
RA5	Briefing Materials for National Stakeholders and Media	Posted to PARCC Sharepoint Site	One-Time	PARCC, Inc. Deliverable
RA6	PIO feedback Report	Posted to PARCC Sharepoint Site	One-Time	PARCC, Inc. Deliverable
RA7	Executive Summary of PARCC-wide assessment report	Posted to PARCC Sharepoint Site	One-Time	PARCC, Inc. Deliverable
RA8	Full Report of PARCC-wide assessment report	Posted to PARCC Sharepoint Site	One-Time	PARCC, Inc. Deliverable

RA9	Comments of draft test coordinator and test administrator questionnaires	Posted to PARCC Sharepoint Site	Annually	PARCC, Inc. Deliverable
RA10	Research and Validation Activities Report	Posted to PARCC Sharepoint Site	Monthly	PARCC, Inc. Deliverable
RA11	External presentation proposals about research at national conferences	Posted to PARCC Sharepoint Site	Semi-Annually	PARCC, Inc. Deliverable
RV1	Report on status of research and validity activities	Posted to PARCC Sharepoint Site	Monthly	PARCC, Inc. Deliverable
RV2	Final TAC meeting agenda, materials, and notes	Posted to PARCC Sharepoint Site	Semi-Annually	PARCC, Inc. Deliverable
RV3	Communications with states' on progress of standard setting activities	Posted to PARCC Sharepoint Site	Monthly	PARCC, Inc. Deliverable
RV4	Memorandum on test design for the summative and non-summative assessments	Posted to PARCC Sharepoint Site	Semi-Annually	PARCC, Inc. Deliverable
RV5	Annual research agenda and strategy	Posted to PARCC Sharepoint Site	Annually	PARCC, Inc. Deliverable
NSA1	Draft of Strategic Vision for Implementation of non-summative Assessments	Posted to PARCC Sharepoint Site	One-Time	PARCC, Inc. Deliverable
NSA2	Final Strategic Vision for Implementation of non-summative Assessments	Posted to PARCC Sharepoint Site	One-Time	PARCC, Inc. Deliverable
NSA3	Plan for operational approach to non-summative assessments (including procurement approach and future PARCC, Inc. Deliverables associated with it)	Posted to PARCC Sharepoint Site	One-Time	PARCC, Inc. Deliverable
NSA4	Distribution of quality reports, including metrics provided by vendors	Posted to PARCC Sharepoint Site	Monthly	PARCC, Inc. Deliverable
NSA5	Integrated master schedule of high level non-summative development milestones and critical path PARCC, Inc. Deliverables	Posted to PARCC Sharepoint Site	Annually	PARCC, Inc. Deliverable
NSA6	Annual strategic plan for non-summative assessments and tools	Posted to PARCC Sharepoint Site	Annually	PARCC, Inc. Deliverable
SLA1	Timely review of Vendor monthly deliverables received	PARCC reviews vendor monthly deliverables received as per SLA section 1.1	Monthly	SLA

SLA2	Manage documentation completeness and timeliness	PARCC maintains timely and accurate Sharepoint site as per SLA section 1.2	Monthly	SLA
SLA3	Customer Satisfaction Metrics	PARCC maintains customer satisfaction rating levels as identified in SLA section 1.3	Monthly	SLA

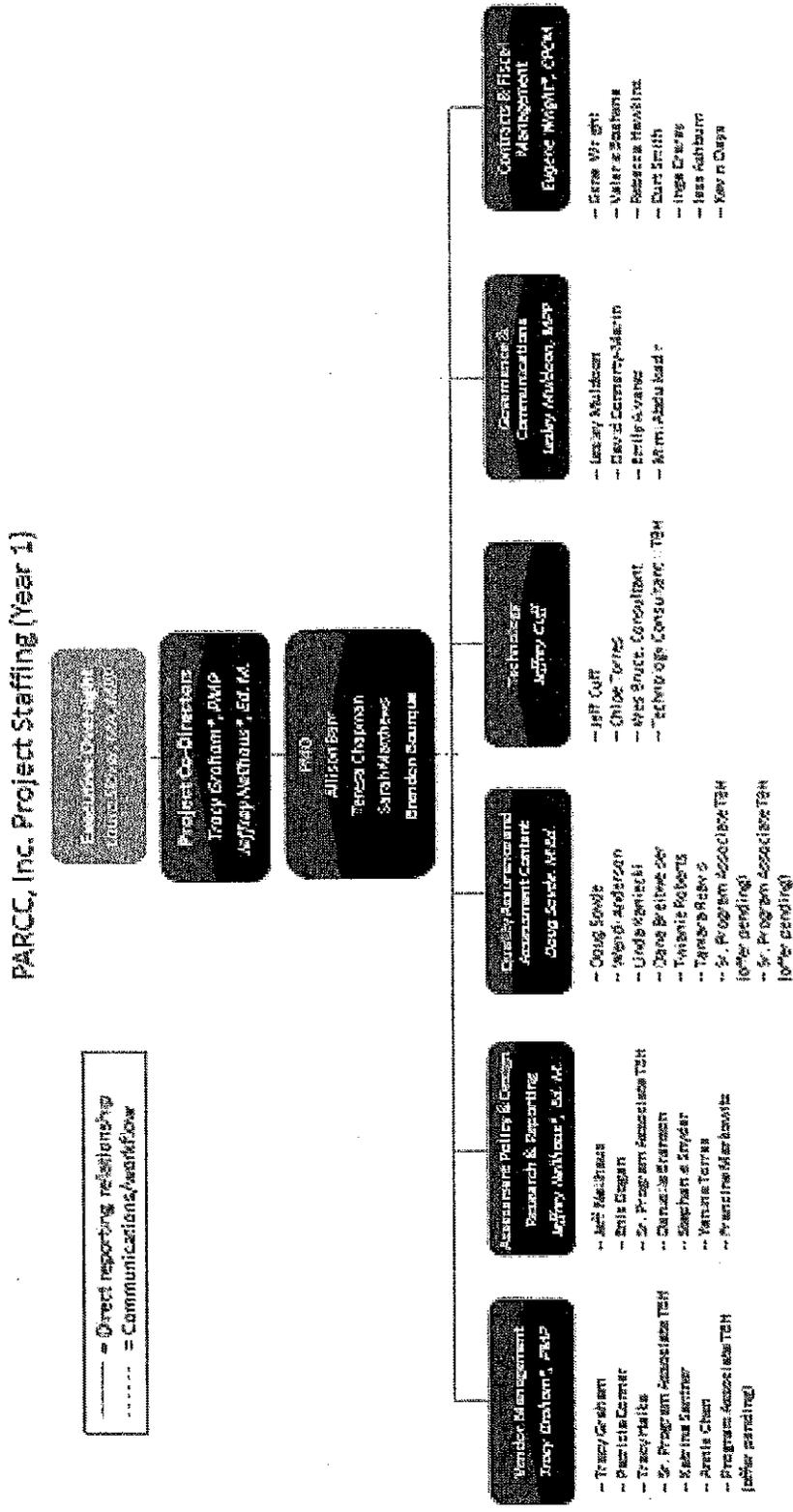
3.4 ENHANCED ACCEPTANCE CRITERIA

The PMSC contract scope of work details the process PARCC, Inc. will use to perform the work in accordance with professional standards. 645 deliverables are called for in the scope of work, of which the vast majority are deemed accepted by their completion. Two large deliverables: revised governance structure and by-laws/decision rights, are acceptable when approved by the Governing Board. Three deliverables are acceptable subject to Service Level Agreements, especially for timeliness, completion and customer satisfaction.

Given the sheer volume of the deliverables, we believe simplifying acceptance is a practical necessity for state staff. Monitoring different criteria across such a heavy flow of inbound deliverables would be difficult, if not impossible, for both PARCC, Inc. and state staff. However, we recognize the need for holding PARCC, Inc. accountable to both the quality and the quantity of work and suggest the following:

1. State Oversight Committee, charged with managing the contract to ensure high quality execution, this group will work collaboratively with PARCC Inc. staff as well as the Governing Board and the State Leadership Team to review expeditiously the status of deliverables before approving monthly invoices. Given the evolving work of the PARCC Consortium, the Oversight Committee will serve as the coordinating entity to ensure PARCC Inc.'s contractual services are properly delivered and mutually modified through contract amendment if the need arises.
2. Customer Satisfaction SLA, as measured by a PARCC, Inc. designed and administered and mutually acceptable periodic "voice of customer" (VOC) survey to state staff who engage with PARCC, Inc., is a powerful tool by which to assess quality *in the aggregate*. On a five point scale, PARCC, Inc. agrees to be held accountable to an average score of at least 3.0 for the most current two surveys. PARCC, Inc. will share raw score access with State Oversight Committee.
3. Vendor Management Quarterly Review, using VOC as a platform and available metrics of timeliness and completion, PARCC, Inc. suggests a meeting focused on higher level process review of prior performance and improvement opportunities, rather than the work per se. This is an opportunity for all participants to be "on the work" rather than "in the work". Output from these reviews would be a root cause analysis (RCA) and improvement plan completed by both PARCC, Inc. and state staff, if needed. PARCC, Inc. is then responsible for completing the improvement plan steps by the next quarterly review. The meetings would also identify critical deliverables forecasted for the next quarter along with associated risks and mitigation strategies.

3.5 PARCC, INC. PROJECT STAFFING



3.7 Allocation of Costs Among States – Pricing Methodology

This Intergovernmental Agreement is based on a contract competitively procured by the Rhode Island Department of Education on behalf of the PARCC Consortium made up of 12 states, including Rhode Island. (hereinafter the "Model Contract"). The Model Contract describes the general terms and conditions that govern the contractual relationship as well as the Scope of Work the contractor, PARCC, Inc. will perform. That work is program management of all the activities of the PARCC Consortium including operationalizing the PARCC Assessment, managing the intellectual property, convening meetings of State leads, the Governing Board and others, etc.

The PARCC Consortium States have agreed to fund those services. The State specific prices set forth herein reflect a total price of \$5.5 million per contract period, which may diminish in future contract periods depending on revenues generated. Each state in the PARCC Consortium has agreed to pay a membership fee to cover a portion of that total project price based on each state's most recent student testing population data available from NCES for all participating states. Each state's contract value with PARCC, Inc. will be based on its proportional contribution of students being tested. The proportion is calculated by a denominator that equals the sum of all students in PARCC states between grades 3 and 11 eligible for testing; with the numerator being all test eligible students grades 3 through 11 in a contracting state. The resulting percentage is then multiplied against the total Consortium-wide cost of \$5.5 million to determine each state's contract value.

PARCC Inc. Estimated Membership Fee Structure

Projected Costs for 2014-2015
Using 2011-2012 Enrollment Data

STATE	TOTAL # OF STUDENTS	STUDENTS IN TESTED GRADES 3-11	ANTICIPATED COST
Arkansas	483,114	326,251	\$284,491
Colorado	971,013	563,419	\$491,301

D.C.	73,911	41,471	\$36,163
Illinois	2,083,097	1,406,602	\$1,226,557
Maryland	854,086	571,944	\$498,735
Massachusetts	953,369	648,371	\$565,380
Mississippi	490,619	330,368	\$288,081
New Jersey	1,356,431	887,458	\$773,863
New Mexico	337,225	229,130	\$199,801
Ohio	1,740,030	1,201,316	\$1,047,548
Rhode Island	142,854	98,402	\$85,807
TOTAL	9,485,749	6,304,732	\$5,497,726

- Total Number of Students - Pulled from NCES 2011-2012 enrollment data
- Students in Tested Grades - Represents 69% of the total number of students
- Anticipated Cost- Based on .872 per students in tested grades

As the chart above reflects for the State of Rhode Island, the total estimated annual contract sum is \$85,807 for the first contract period. Payment will be made in equal monthly installments based on proper invoices received beginning the first month after this contract is approved for execution by each State. The 1st contract period will be _____ to June 30, 2015. The 2nd contract period will be July 1, 2015 to June 30, 2016. The 3rd contract period is July 1, 2016 to June 30, 2017. The payment value for each state in the 2nd and 3rd contract periods will be determined in accordance with the methodology described herein.

SECTION IV – Statement of Work

4.1 Component 1 – Program Management

4.1.1 PROVIDE PARCC PROGRAM MANAGEMENT

4.1.1.1 PM1

RFP Reference PM1, Page 16—Provide PARCC program management office based upon industry standard program management processes and tools. The team is expected to set up the PMO efficiently, modifying as necessary existing and established tracking and reporting tools as quickly as possible.

Planning

Overall planning will occur annually in partnership with PARCC States, with major program components having planning sessions at differing points in the year.

PARCC, Inc. will review and approve Program Management Plans for each vendor. Each Program Management Plan will include one or more of the following components:

- I. Project Communications Plan
- II. Staffing Plan
- III. Risk Management Plan
- IV. Change Management Plan
- V. Quality Management Plan
- VI. Cost Management Plan
- VII. Schedule Management Plan

PARCC, Inc. will develop Project Charters for each identified working group. The Project Charters document the purpose and duration of the working group, team membership, roles and responsibilities, and decision-making authority. The Charters will be updated annually to include changes to existing groups. These documents will be used as both a communications and a management tool. The documents will be posted to the PARCC SharePoint document management site. PARCC States may negotiate with PARCC, Inc. to augment working groups, as needed.

PARCC, Inc. will attend all planning meetings, as directed and budgeted in the operational assessment contract, and coordinate availability of PARCC State participation.

Monitoring and Controlling

PARCC, Inc. will use the current inventory of PARCC tools to support the PMO functions:

1. Excel and PowerPoint for Status Reporting
2. Excel and Microsoft Project for Schedule Management

3. SharePoint for Document Management
4. Excel and PowerPoint for Change Management
5. Excel for Financial, Action Item, Issue, and Decision Tracking

PARCC, Inc. will form of a temporary working group consisting of PARCC State Leads and vendors to re-envision the organization and purpose of the SharePoint site. The goal of this group is to provide recommendations on how to simplify site navigation, improve ease of use, and better utilize SharePoint functions for communications and tracking decisions and action items. Once recommendations are finalized, PARCC, Inc. will make the necessary changes to the site and facilitate a training session on the new organization.

Closing

At the end of the PMSC contract, PARCC, Inc. will provide a Project Close Plan describing the work to be performed in preparation for closing of the contract. The plan will include final deliverables and transition planning, as needed.

During the term of vendor contracts (operational contract, non-summative contract when identified, and technology operations contract when identified), PARCC, Inc. will coordinate state's participation in a lessons-learned session after each major deliverable or process. PARCC, Inc. will work with PARCC states and PARCC vendors to identify the key areas for a lessons-learned review. See subsections PM33 – PM35 for additional continuous improvement processes.

4.1.1.2 PM2

RFP Reference PM2, Page 16—Facilitate and support states' management of the operational assessment vendor, as well as all other PARCC vendors.

Vendor Management Teams

PARCC, Inc. will support three operational assessment vendor management teams (Test Development, Test Administration, and Research and Reporting); one Non-Summative Vendor Management Team, to be formed with the signing of the operational contract for this work; and one Technology Operations Management Team, to be formed with the signing of the operational contract for this work (see PM3).

Each vendor management team will be made up of PARCC states and PARCC, Inc. staff, with a state chair responsible for final decision-making. Each working group for the operational contract will be assigned responsibility for a set of deliverables and scope as identified in its project charter. PARCC, Inc. will work with the chair and group members to track risks, monitor vendor handoffs, coordinate deliverable reviews, and support states in managing vendors.

PARCC, Inc. will provide the following support activities to assist PARCC states in managing vendors and, where appropriate, to reduce overall PARCC State work load:

- Maintain Project Charters (PM1) to clearly establish management processes, roles, responsibilities

- Coordinate and facilitate PARCC vendor management team 'internal' discussions to provide a vehicle for cross-state discussions and problem solving
- Attend vendor meetings to provide oversight and management
- Monitor and track vendor deliverables, including handoffs between vendors and states, to track overall project status
- Review vendor deliverables with a focus on quality, to see that deliverables are produced to PARCC's standard of quality
- Coordinate state decision-making, working closely with the vendor management chair. PARCC, Inc. may make decisions to ensure that the program is kept on track.
- Monitor and maintain project documentation (e.g., charters, budget tracking, change requests, internal meeting notes) and project decisions to maintain transparency and access for state leads
- Identify, monitor, and track project issues and risks to identify any possible delays in the schedule, understand downstream implications, and proactively seek resolution
- Conduct review of materials, invoices, and change requests to manage schedule and costs
- Coordinate PARCC State review and approval of deliverables (items, forms, rangefinding materials) and change requests to maintain state-input into the process
- Monitor and track vendor invoice payments
- Coordinate with vendors PARCC staffing of various meetings (e.g., item, form, data, rangefinding reviews)

4.1.2 GOVERNANCE AND DECISION MAKING

4.1.2.1 PM3

RFP Reference PM3, Page 16—Support and facilitate decision-making protocols established by the Governing Board, State Leads and state fiscal liaisons.

4.1.2.1 PM3

RFP Reference PM3, Page 16—Support and facilitate decision-making protocols established by the Governing Board, State Leads and state fiscal liaisons.

PARCC Inc. will support the following Governance Structure

- The Governing Board, State Leads, and each vendor management team and working group will elect a chair. Chairs will serve one-year terms.
- PARCC, Inc. will work with the Governing Board and State Leads to develop and implement a streamlined governance and decision-making process that balances

two priorities: 1) effective and efficient decision-making, and 2) facilitation of state engagement, input and ownership for the work.

- PARCC, Inc. will work with states to develop a new governance structure and accompanying by-laws and decision rules. We will work with states to constitute new committees and/or working groups, and develop a charter for each group that includes the group's specific charge and expected outcomes, the group's jurisdiction or scope of authority, the individual who has decisionmaking authority within the group, and the expectations of state members of that group.
- PARCC, Inc. will work with the states to develop criteria for the expected contributions of the 1.5 FTEs from the states and will regularly report to the Governing Board and State Leads on participation metrics (including both frequency and quality of participation).
- PARCC, Inc. will work with the states to develop new templates and protocols for meeting agendas, including adopting an agenda and meeting structure that drives towards specific outcomes and deliverables.
- **PARCC, Inc.**, as the program management and support contractor, will support each of these governing bodies by facilitating meetings and agenda development, elevating issues and risks, and communicating progress and decisions.

PARCC, Inc. will facilitate multi-state decisions by PARCC governing bodies through the following activities:

- Proactively bringing states together for discussion and decision-making, in accordance with the master schedule, to allow full transparency of all vendor activities and support states as they make assessment-related policy decisions.
- Maintaining the PARCC By-laws and, in partnership with states, develop a decision matrix that delineates lines of decision-making authority across the various groups.
- Documenting on SharePoint all Consortium decisions across groups, including the Executive Committee, Governing Board, State Leads, and working groups, to promote transparency of decisions made and efficiency (e.g., prevent revisiting decisions).
- Communicating all decisions in a timely and transparent manner to support and encourage state engagement.

4.1.3 DEVELOP AND PROVIDE ONGOING MAINTENANCE OF THE PARCC MASTER SCHEDULE

4.1.3.1 PM4-7

RFP Reference PM4, Page 16—Maintain and monitor a master schedule, with a clear focus on the critical path and incorporating existing project planning artifacts, which track toward the major PARCC milestones.

RFP Reference PM5, Page 16—Evaluate key milestones and critical path deliverables to uncover assumptions about required inputs and predecessor tasks,

including best practice QA steps and oversight for all deliverables, and once identified, communicate dependencies and assumptions within and across teams and internal stakeholder groups.

RFP Reference PM6, Page 16—*Ensure that all predecessors or inputs are properly reflected on the master schedule and are owned by an appropriate PARCC or vendor team.*

RFP Reference PM7, Page 16—*Analyze critical-path deliverables to ensure that any required deliverable or output that will flow into future critical-path tasks within and across work streams is clearly described, appropriate iterations or drafts (if applicable) are included and approval times are feasible and ensure sufficient staff are assigned to support key decision analysis and option identification.*

PARCC, Inc. will perform the following steps as part of our schedule management process:

- **Master Schedule Development.** PARCC, Inc. will use the Operational vendor's PARCC schedule as a starting point, identifying key handoffs within the operational contract
- **Master Schedule Baselineing.** PARCC, Inc. will establish a date by which to baseline the schedule and report against it. This includes identifying key milestones and the aligning schedule, and developing a project schedule change control process to document any deviations from the original baseline.
- **Master Schedule Execution and Control.** PARCC, Inc. will import vendor schedules into the Master Schedule, update task status as needed, generate and distribute reports to continually track progress, analyze the project schedule, and identify corrective action to realign the project schedule to baseline.
- **Master Schedule Quality Control.** PARCC, Inc. will use industry best practices in its approach to quality control and will obtain the necessary sign-offs on assessment items, test forms, test delivery, item interactions, integration testing, etc.
- **Master Schedule Reporting.** PARCC, Inc. will use existing reporting templates to immediately begin providing regular progress updates to stakeholders. PARCC, Inc. will work with State Leads to determine critical milestones and the appropriate level of detail to include in the various reports PARCC, Inc. will generate. See PM8-14 for additional information on how PARCC, Inc. proposes to monitor and report progress.

4.1.4 MONITOR PROGRESS AGAINST PARCC MASTER SCHEDULE

4.1.4.1 PM8-10

RFP Reference PM8, Page 16—*Monitor progress against summative assessment master schedule, including contractual delivery dates/exchanges, key policy decisions, key critical-path milestones and sign offs, communications plan and other actions.*

RFP Reference PM9, Page 17—Monitoring must include measures and methods that are designed to more quantitatively identify project progress against plan.

RFP Reference PM10, Page 17—Monitor vendor performance vis a vis timelines, and track and ensure hand offs across all contractors in a manner that eliminates ambiguity, promotes on time delivery and ensures accountability for results. Ensure industry-standard QA processes have been established and are being implemented to ensure high quality deliverables.

PARCC, Inc. will

- Monitor vendor performance vis-a-vis timelines, and track and ensure handoffs across all contractors in a manner that eliminates ambiguity, promotes on time delivery and ensures accountability for results. PARCC, Inc. will assess the impact of any delays in deliverables on future critical-path items in the same or other work streams. PARCC, Inc. also will ensure industry-standard QA processes are established and implemented to ensure high quality deliverables. (PM10)
- Monitor measures and methods designed to more quantitatively identify project progress against plan. For example, PARCC, Inc. will not just track and report status (on-track vs. off-track), but will use the PMO tools described in PM1 to measure planned vs. actual work completed against the baseline and quantify schedules that are off track (e.g., three weeks behind) to better understand overall impact. In addition, as part of its vendor management (PM27-30), PARCC, Inc. will monitor progress on spend vs. budget. PARCC, Inc. will also work with the Consortium to identify gaps in quantitative reporting in order to produce meaningful reports. (PM9)

PARCC, Inc. will assign a staff lead for the five vendor management teams, responsible for working with the state chair to manage that contract and serve as the point of contact for both the States and the vendor. The PARCC, Inc. lead, along with PARCC state staff assigned to the vendor management working team, will be responsible for monitoring progress across the various streams of work to ensure deliverables are on track.

PARCC, Inc. will use the PMO tools (PM1) to confirm schedule status. PARCC, Inc. will update the MS weekly to include tasks, activities, and milestones in relation to timelines and deliverables across all vendors. The MS key milestone structure based on handoff points between various vendor and component schedules facilitates centralized validation that key handoffs are progressing to their expected dates. Quality control processes and procedures (see subsection PM5) are built into the schedule and will be utilized to validate data accuracy and confirm adherence to schedule before acceptance of deliverables.

4.1.4.2 PM11

RFP Reference PM11, Page 17—Attend meetings, including Leadership Team meetings, working group meetings, and Systems Engineering/Technology meetings, as required to monitor and track performance against plans/schedules.

The appropriate PARCC, Inc. staff will attend meetings, including State Lead meetings, working group meetings, and Systems Engineering/Technology meetings, as required

and budgeted, to monitor and track performance against plans/schedules. PARCC, Inc. is fully prepared to provide input appropriate to meeting agenda topics and prepare PARCC documents, as needed.

4.1.4.3 PM12-14

RFP Reference PM12, Page 17—Regularly report (e.g., weekly) on progress on and deviations from the critical path towards major milestones; this includes early projections of potential risks, risk identification, and tracking risk mitigation (refer to following "Issue and Risk Management" section for more detail). Highlight items that require working group, Leadership Team, Executive Committee or Governing Board action or other risk mitigation, engaging in proactive, collaborative, and value-driven solution planning. Identify and report root causes of delays and other risks as they arise. Use of high quality software tools to monitor and report on progress is a must.

RFP Reference PM13, Page 17—Develop and post standardized reports for status and analysis of individual work streams, and/or teams' and vendors' progress.

RFP Reference PM14, Page 17—Prepare and deliver quarterly formal status update presentation(s) to the Governing Board and/or designees on the overall status of critical path activities, risks and recommendations, as relevant.

PARCC, Inc. will provide updates on program progress using two primary mechanisms:

PARCC Progress Meetings

PARCC, Inc. will facilitate two meetings per week:

- 1. Risk Identification and Management:** PARCC, Inc. will facilitate a meeting to review open risks, identify new risks, and where appropriate, make risk response suggestions. State Leads will be invited to participate in these meetings. See subsection 4.1.7 for additional information about the Issue and Risk Management process.
- 2. Schedule Review:** PARCC, Inc. will facilitate a meeting to review upcoming handoffs and deliverables. State Leads and vendors will be invited to participate in these meetings.

PARCC, Inc. will highlight items that require working group, State Lead, Executive Committee or Governing Board action or other risk mitigation, engaging in proactive, collaborative, and value-driven solution planning (PM12). PARCC, Inc. will quickly identify appropriate participants based on its extensive knowledge of the MS, PARCC's working groups, and decision-making structure. Once the appropriate audience is identified, PARCC, Inc. will use the process below to bring resolution to the issue.

1. Facilitate PARCC state discussion, brainstorming, and determining of a final solution.
2. Document the decisions and plan.
3. Communicate the plan and root cause to key stakeholders.
4. Monitor and report on execution of the plan.

PARCC Progress Reports

PARCC, Inc. will develop, update, and post to SharePoint the following standardized reports for status and analysis of individual work streams, and/or teams' and vendors' progress (PM13):

- Monthly Program Dashboard
 - High-Level Master Schedule Milestones
 - High-Priority Risks
 - Vendor performance
- Monthly Contract Change Report
- Monthly Consolidated Program Summary (Multi-vendor Input)
- Weekly status report of key decisions and milestones to state leads based on the risk identification and schedule review meetings described above.

In addition to the standing reports, PARCC, Inc. will prepare and deliver a formal status update presentation(s) to the Governing Board and/or designees on the overall status of critical path activities, risks, and recommendations, as relevant (PM14).

PARCC, Inc. will also report regularly to the PARCC Executive Committee on the overall status of critical path activities, risks, and recommendations through twice monthly calls to ensure the chiefs are aware of and engaged in key programmatic issues.

4.1.5 CHANGE CONTROL

4.1.5.1 PM15-16

RFP Reference PM15, Page 18—Manage a nimble change control process and monitoring system, including prioritization and tracking for the master schedule and program incorporating a technology change control process.

RFP Reference PM16, Page 19—Create an historical record that incorporates all master schedule changes and PARCC decisions.

PARCC, Inc. will manage a change control process and monitoring system, including prioritization and tracking for the master schedule and program incorporating a technology change control process.

The PARCC Governing Board will have ultimate decision-making responsibility for any changes to the overall program or policies that impact it.

For changes requiring modifications to vendor contracts, review and approval will be the responsibility of the relevant vendor working groups.

PARCC Inc. is recommending the following process for Change Management for vendor contracts.

- 1. Request:** All change requests (CRs) will be submitted directly to the PARCC Project Director (see key personnel) and Chair of the appropriate vendor management team. Each impact analysis includes:

- The project work products affected by the proposed change.

- The impact of the proposed change on project size, deliverables, and requirements.
 - The impact of the proposed change on schedule, including milestones and dependencies.
 - The impact of the proposed change in terms of effort and cost.
- 2. Review:** All CRs will be analyzed by the submitter for impact to project scope, budget, quality, and schedule, as well as for clarity, accuracy, and relevance. All impacts of the change to the program will be documented in the Change Requests Log.
- 3. Decide:** The vendor management team will review changes with complete analysis and justification that are "Pending Approval," and determine the appropriate action:
- Approve the change, changing its status to "Pending Implementation".
 - Defer the change, marking its status as "Deferred".
 - Reject the change, marking its status as "Rejected".
 - Request more analysis, changing the status back to "In Analysis."

A change is not approved until formally signed by the working group Chair or designee.

- 4. Communicate.** All decisions on change requests should be communicated back to the vendor within 24 hours of the management team discussion. Once a change is approved by the vendor management team, PARCC vendors will update their plan documents. PARCC, Inc. recommends posting a monthly Contract Change Report that provides:
- CRs by Status
 - Active CRs by Priority
 - Active CR Aging by Priority

4.1.6 DOCUMENTATION MANAGEMENT

4.1.6.1 PM17-18

RFP Reference PM17, Page 19—Ensure that all relevant project documents are complete, intact, and up-to-date.

RFP Reference PM18, Page 19—Ensure that all relevant project documents and other artifacts are archived for future reference and easily accessible to stakeholders as appropriate. Currently the Consortium utilizes a SharePoint portal for this function. Respondents should outline their plans to either continue, enhance or replace the current process.

PARCC, Inc. will see that that all relevant project documents are complete, intact, and up-to-date by conducting a monthly audit of program documents on SharePoint. Documents will be assigned an owner and, during the audit, each owner will be given a

'green', 'yellow', or 'red' status to reflect audit results for their area of responsibility. The owner will update or post the required document(s) within five business days. For example, if a monthly project dashboard is out of date, the audit will reflect a 'red' status and the dashboard owner will be required to post the updated dashboard within five business days. Audit reports can be made available to PARCC states, as requested (PM17).

PARCC, Inc. will see that all relevant project documents and other artifacts are archived for future reference and easily accessible to stakeholders as appropriate (PM18).

4.1.7 ISSUE AND RISK MANAGEMENT

4.1.7.1 PM19-20

RFP Reference PM19, Page 19—Develop, implement and operate a complete issue management, risk identification/mitigation process for the life of the PARCC summative assessment project.

RFP Reference PM20, Page 19—Monitor for, identify and mitigate risks, and develop recommendations when adjustments need to be made based on new/emerging priorities or risks.

PARCC, Inc. will use existing risk management processes and operate a complete issue management, risk identification/mitigation process for the life of the PARCC Assessment project.

PARCC, Inc. will monitor for, identify, and mitigate risks, and develop recommendations when adjustments need to be made based on new/emerging priorities or risks (PM20).

4.1.7.3 PM21

RFP Reference PM21, Page 19—Proactively develop and propose solutions when deadlines are in jeopardy and alternatives need to be generated.

PARCC, Inc. will coordinate PARCC State participation in the solution development process by:

- Bringing participants together for discussion, brainstorming, and determining of a final solution.
- Documenting the decisions and plan.
- Communicating the plan to all key stakeholders.
- Monitoring execution of the plan.

4.1.7.4 PM22

RFP Reference PM22, Page 19—Report to Executive Committee and/or Governing Board as appropriate on issues to communicate to stakeholders, as well as summarize risk for each proposed solution. Report should include strategies, required resources, activities and timeframes for mitigation.

PARCC, Inc. will report to the Executive Committee and/or Governing Board on issues to communicate to stakeholders as appropriate, and summarize risks for each proposed solution. PARCC, Inc. will accomplish this using an array of communications, including standard reports identified in section 4.1.4. The risk register will be shared and discussed weekly during Risk Identification and Management meetings, the weekly

progress report (PM13) will identify the top five risks PARCC, Inc. is monitoring and provide a brief explanation of the mitigation strategies, and the monthly program dashboard will highlight key program risks and solutions. In addition, PARCC, Inc. will communicate and discuss critical risks with the Executive Committee via email and through regularly scheduled calls. Reports will include strategies, required resources, activities, and timeframes for mitigation. If an issue arises in between regularly scheduled meetings, PARCC, Inc. will coordinate an emergency meeting or develop a priority communication for the appropriate governing body (PM22).

4.1.7.5 PM23

RFP Reference PM23, Page 19—Develop contingencies if deadlines are not met, including understanding true critical path, distinguishing must have from nice to have, and accelerating production of the most essential components of the system first.

PARCC, Inc. will develop contingencies if deadlines are not met, including understanding the true critical path, distinguishing must-have from nice-to-have items, and accelerating production of the most essential components of the system first.

PARCC, Inc. will take a proactive and collaborative approach to developing contingency plans. PARCC, Inc. will use its historical knowledge to develop solutions that are practical and achievable. PARCC, Inc. will collaborate with PARCC states and vendors in the solution development process by:

- Bringing participants together for discussion, brainstorming of possible approaches, and the determining of a final solution.
- Documenting the decisions and plan.
- Communicating the plan to all key stakeholders.
- Monitoring execution of the plan.

4.1.8 RELEASE AND DEPLOYMENT MANAGEMENT

4.1.8.1 PM24

RFP Reference PM24, Page 19—Work across the program—with development vendors, technology architecture vendors, PARCC leadership and stakeholders—to establish a consistent understanding of what is required for a successful multi-state administration of PARCC computer-based summative assessments ("go-live").

PARCC, Inc. will work across the program—with assessment vendors, technology vendors, PARCC states, and stakeholders—to establish a consistent understanding of the requirements for successful multi-state administration of PARCC computer-based summative assessments (go-live).

PARCC, Inc. will coordinate across PARCC vendors, PARCC states, support teams, and possibly third party groups to:

- Establish a shared vision across stakeholder groups of a successful "go-live".
- Define consolidated processes and artifacts that will be used to coordinate the computer-based release to the production environment and prepare the organization for each implementation.

- Establish a comprehensive set of processes the project teams will follow for a smooth deployment of the solution to Production.
- Identify program dependencies.
- Understand the objectives, whether technical or programmatic, of each stakeholder group and determine how they are met or not met by the current plans.
- Establish a shared roadmap, based on the objectives and success criteria, to provide a single view of the path to go-live, agreed upon by each stakeholder group.
- Establish a central project plan (a component of the PARCC master schedule) that breaks down the activities required to meet the roadmap and fulfill the objectives.

PARCC, Inc. will work collaboratively with PARCC states to validate an approach to release and deployment that meets the goals and objectives of the Consortium as a whole, and arrives at a Release and Deployment Plan.

Release and Deployment Plan

The Release and Deployment Plan defines the processes and artifacts that will be used to coordinate the software release to the production environment and prepare the Consortium for each implementation. It provides a series of steps that will be followed and identifies release strategy, logistics, tasks, recovery and disaster plans, rollback plans, and pre/post implementation activities. It also will include a work plan, pulling milestones from the MS that are critical to the completion of go-live. The work plan will identify owners, start dates, durations, and dependencies for each step in the go-live process. Key areas tracked in the Plan will include:

1. Pre-Deployment/Implementation Activities
2. Actual Production Deployment/Implementation Day Activities
3. Rollback Deployment Activities
4. Post Deployment/Implementation Activities
5. Communication Lists

The Plan will be analyzed by PARCC, Inc. to identify possible enhancement opportunities that would reduce risk, increase efficiency, and provide a comprehensive plan for successful roll-out of the assessments. The validation process will help PARCC to confirm that:

1. Each activity has a clear end product, owner, start date, and estimated duration.
2. Dependencies between activities are properly identified.
3. The set of activities represent all actions that must take place to provide a successful roll-out of the assessments and meet the established objectives.

4.1.8.2 PM25

RFP Reference PM25, Page 20—Analyze progress and impacts across critical-path work streams to recommend release strategy, as well as the standards and criteria that support a successful go-live based upon PARCC priorities.

As PARCC, Inc. develops the release and deployment supporting documentation, we will work with PARCC states and vendors to understand the current status of activities. This information is added to the consolidated Release and Deployment Work Plan and included in the MS to determine if the project is on schedule or is in need of correction to remain on track. To conduct this assessment, we review each task that is off schedule and determine possible courses of action. PARCC, Inc. will work with PARCC states and vendors to determine the best course of action and update the work plan accordingly. Going forward, the Release and Deployment Work Plan will be continually monitored along with the rest of the PARCC MS. The progress of each task will be updated on a regular basis by receiving updates from the task owner. Risks and issues are logged and escalated accordingly through a central communication channel as tasks fall behind plan, promoting awareness and proactive response to keep the project on track for a successful go-live.

4.1.8.3 PM26

RFP Reference PM26, Page 20—Create and facilitate a process to ensure that changes to technology and assessment administration requirements are rapidly analyzed by technology readiness, communications, and other appropriate work streams to identify field impacts and required mitigation strategies.

PARCC, Inc. will use defined decision-making and PMO processes, such as the risk management plan (PM19-23) and change control plan (PM15-16), to work with PARCC States and the relevant groups to proactively identify technical and programmatic threats and opportunities and facilitate the decision-making process. We will assist in identifying the scope and priority of the change and documenting the resulting decision. After successful facilitation of a decision we will use the controls previously established within the program to confirm that the appropriate communications and actions will take place.

4.1.9 VENDOR/CONTRACT MANAGEMENT

4.1.9.1 PM27

RFP Reference PM27, Page 20—Ensure PARCC and PARCC vendors have proposed, developed and are executing effective and efficient quality assurance methodologies for the summative assessment system; Monitor the review and acceptance by PARCC of associated vendor deliverables, cross-vendor hand offs, facilitating where necessary to sustain the critical path. Communicate status of services and deliverables to all required parties, track related required execution of responsibilities based upon such status updates (e.g., sufficient on time, on spec, on budget deliverables have been accepted to trigger state payments), identify and resolve any lapses or inconsistencies in such execution.

PARCC, Inc. will schedule a face-to-face meeting with the vendor and the appropriate PARCC working groups to review the processes and methods proposed by the vendor and to review the vendor's Quality Management Plan (PM1). The purpose of the meeting is to walk through the work, agree upon goals for quality deliverables, make adjustments as needed, and see that industry standard quality processes are implemented. PARCC, Inc. will monitor the review and acceptance of vendor deliverables by PARCC states and cross-vendor hand offs in order to maintain progress.

PARCC, Inc. will communicate the status of project progress to all required parties (PM12-14), track vendor execution of responsibilities (PM10), and identify and facilitate the resolution of any lapses or inconsistencies in vendor execution (PM10; PM19-23). PARCC states will be updated on work stream progress and related deliverables through multiple communication channels such as face-to-face meetings, regularly scheduled conference calls, ad hoc conference calls, vendor management meetings, and monthly and weekly reporting.

4.1.9.2 PM28

RFP Reference PM28, Page 20—Oversee contracts between vendors and states and ensure payment timetables and accuracy, working with state fiscal leads.

PARCC, Inc. will monitor and track contracts between the procuring state and the vendor to promote timely and accurate payments of invoices. PARCC, Inc. will work with state fiscal leads to address payment issues.

Once a contract is in place between a vendor and a state, PARCC, Inc.'s contracts department will work with the state's fiscal agent to ensure timelines and payment schedules are in place to ensure the deliverables are on time and accurate. The PARCC, Inc. team member that has been assigned to the contract will review the payment timetables and the associated deliverables to ensure accuracy of vendor obligations.

4.1.9.3 PM29

RFP Reference PM29, Page 20—Support planning, drafting and completion of other project-related procurement, Memorandum of Understanding, and/or contract documents, as relevant and needed.

PARCC, Inc. will support the planning, drafting, and completion of project-related procurements, Memorandum of Understanding, and contract documents, as needed. PARCC, Inc.'s proposal includes support in this area for procurements, MOUs, and contract documents: Technology Operationalization and Ongoing Maintenance of the Platform (TP4), Operational Development of Diagnostic Assessment, and three others as identified by the Consortium.

PARCC, Inc. will coordinate the relevant PARCC working group and facilitate development of the necessary documents for each of the five procurements. PARCC, Inc. gained extensive experience in the facilitation and production of procurement-related documents by taking the lead role in the release of all procurements during the grant period. This expertise will be used to support the State procurement process. PARCC, Inc. suggests an annual meeting between PARCC, Inc. and PARCC states to

evaluate and plan for PARCC procurements or contracting documents. This planning meeting will allow for adequate planning and preparation of future procurements.

4.1.9.4 PM30

RFP Reference PM30, Page 20—Coordinate vendor access to Subject Matter Experts designated by PARCC states and other relevant stakeholders to appropriately engage resources in a timely and effective manner.

PARCC, Inc. will coordinate vendor access to Subject Matter Experts designated by PARCC states and other relevant stakeholders to appropriately engage resources in a timely and effective manner.

4.1.10 ACCOUNTING MANAGEMENT

4.1.10.1 PM31

RFP Reference PM31, Page 20—Responsible for approving vendor invoices, prior to PARCC payment by requisite State.

PARCC, Inc. will approve vendor invoices prior to payment by the requisite state. PARCC, Inc. will adapt the current process established for RTTA grant-funded PARCC contracts. The current process includes:

1. Reviewing the deliverables submitted to ensure they meet quality standards,
2. Comparing the submitted invoice amount against the billing schedule, and
3. Verifying all work for a deliverable is completed as required.
4. Routing the invoice for PARCC State approval.
5. Notifying the fiscal agent that the invoice is either approved or, if it is not approved, what needs to be corrected by the vendor.

In service of this contract, PARCC, Inc. will review and approve deliverables once for PARCC states that leverage this contract as described above. PARCC, Inc. will use the billing schedules for each state to make sure that the invoice amount is correct for each state. PARCC, Inc. acknowledges that deliverables may change from state to state, as states may select optional services. PARCC, Inc. will help track these differences and to ensure that the vendor billing is appropriate.

4.1.10.2 PM32

RFP Reference PM32, Page 20—Responsible for employee and State participant accounting, time tracking, travel and related payments.

PARCC, Inc. will be responsible for processing and tracking state participant travel-related expenses for state travel to the PARCC Governing Board Meetings. PARCC, Inc. has established processes in place for state travel to PARCC meetings.

The PARCC, Inc. finance department processes the travel and related reimbursements from state participants. The reimbursements are tracked to ensure that payments to participants are handled in a timely manner.

4.1.11 QUALITY MANAGEMENT AND CONTINUOUS IMPROVEMENT

4.1.11.1 PM33-34

RFP Reference PM33, Page 33—Set guidelines for the definition of quality and establish and monitor adherence to review process.

RFP Reference PM34, Page 20—Provide recommendations for improvement to plans, resources, objectives, assessment design and approaches based upon overall program and quality assurance monitoring efforts.

PARCC, Inc.'s approach for quality management and continuous improvement will begin with the clearly defined and agreed upon Quality Management Plan (PM1). Here, we will work closely with the vendor management team to define success, deliverable targets (e.g., number of items ready for operational use), PARCC's expectations for quality deliverables, and quality metrics. The operational contract requires the vendor to collect pre-defined metrics for each administration, including uptime of the platform and response and resolution times for the help desk. The vendor will also collect qualitative feedback data from item reviewers through surveys.

PARCC, Inc. will work in partnership with the vendor management team and content working groups to review data from deliverable review sessions and identify areas of success as well as areas for improvement. PARCC, Inc. will work with states to facilitate any corrective actions that are needed as a result of the data review. In addition, as described in PM1, PARCC, Inc. will facilitate a lessons learned meetings following the submission of pre-determined major deliverables, such as between phases of item development or rounds of forms reviews. This will provide PARCC with an opportunity to review the deliverable and associated metrics to identify any adjustments that need to be made for subsequent deliverables. Based on data and lessons learned, (PM34) PARCC, Inc. will provide recommendations for improvement to plans, resources, objectives, assessment design and approaches based upon overall program and quality assurance monitoring efforts.

4.1.11.3 PM35

RFP Reference PM35, Page 21—Ensure critical path deliverables are reviewed, meeting quality standards based upon set criteria for products, processes and information.

PARCC, Inc. will ensure critical path deliverables are reviewed, meeting quality standards based upon set criteria for products, processes and information. Quality standards for critical path deliverables will be defined in the Quality Management Plan. PARCC, Inc.'s review will ensure that:

1. Products are built to meet agreed-upon standards and requirements
2. Work processes are performed efficiently and as documented
3. Non-conformances found are identified and appropriate corrective action is taken

4.1.12 INTELLECTUAL PROPERTY MANAGEMENT

PARCC, Inc. will manage intellectual property (IP), including: assuring Primary Protection of ownership rights (copyright registrations with US Copyright Office, periodic meetings with Registrar (for each new form), and legending of all PARCC content, etc. PARCC, Inc. will also provide a proposed annual item release policy (determination process of inventory scheduled for public releases, distribution and publication of released items). PARCC, Inc. will catalog and maintain items and periodically review the use of licensed trademarks and copyrighted items, including scanning for infringement and initiating infringement actions within the legal expense reserve budgeted herein. Unless the parties hereto agree otherwise in writing, all Deliverables created in connection with the Services provided by Contractor under this Agreement, including, but not limited to, any and all test-related content delivered under this Agreement, 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, and any and all Intellectual Property Rights therein, 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 owned and managed as directed by the PARCC Consortium Governing Board. Each individual state within the PARCC Consortium contracting for the Statement of Work shall own all its specific data, student response data, score files, and student reports.

PARCC, Inc. may also be called upon to represent PARCC Consortium owned IP resources to the marketplace of non-PARCC states and other educational entities, including but not limited to building a team to promote, market, sell, and fully address likely IP customer needs for non-PARCC governing states licensees (negotiation with licensors, receipt of licensing revenues, file of signed license agreements, detailed inventory of which forms and items are licensed, calendaring system for renewal, accounting system for billing and collecting of fees, & special Terms and Conditions). These services would be subject to this contract statement of work, the costs and fees for such services will be covered in part by foundation funding in year one only. Direct expenses incurred by PARCC Inc. in excess of foundation funding, and thereafter when grants expire, will be paid for from revenues generated by that intellectual property through licensing or other arrangements, if available, and in consultation between PARCC Inc. and the Governing Board and affirmed through contract amendments.

Component 2 – State Engagement and Coordination

4.2.1 MEETING FACILITATION AND COORDINATION

4.2.1.1 SEC 1

RFP Reference SEC1, Page 21—Coordinate meetings, communications and resources (including contractors) for the consortium and for all expert panels, including standing and ad hoc committees.

Meetings, Support and Coordination

Over the last four years, PARCC, Inc. has successfully managed and supported 18 Governing Board meetings, 27 State Leads meetings and weekly calls of the State Leads, and weekly calls of the PARCC Executive Committee (since January 2013). As the PMSC, we will bring that expertise – and lessons learned – to bear to coordinate and facilitate productive and action-oriented project meetings for state content experts, assessment directors, and chief state school officers. We will craft meaningful, action-oriented agendas and supportive materials that drive state decision-making, and find the best prices on event and hotel space in convenient locations.

We are at a critical moment in the project, where the work of PARCC is shifting from research and development to large-scale implementation. It is the right time for the consortium to streamline its processes and create a more rigorous decision rights structure. PARCC, Inc. will work with states to develop and implement this structure in the first 6 months of this contract and to evaluate its effectiveness periodically to allow for continuous improvement. The steps we will take include:

- PARCC, Inc. will work with the Governing Board and State Leads to develop and implement a streamlined governance and decision-making process that balances two priorities: 1) effective and efficient decision-making, and 2) facilitation of state engagement, input and ownership for the work.
- PARCC, Inc. will work with states to develop a new governance structure and accompanying by-laws and decision rules. We will work with states to constitute new committees and/or working groups, and develop a charter for each group that includes the group's specific charge and expected outcomes, the group's jurisdiction or scope of authority, the individual who has decisionmaking authority within the group, and the expectations of state members of that group.
- PARCC, Inc. will work with the states to develop criteria for the expected contributions of the 1.5 FTEs from the states and will regularly report to the Governing Board and State Leads on participation metrics (including both frequency and quality of participation).
- PARCC, Inc. will work with the states to develop new templates and protocols for meeting agendas, including adopting an agenda and meeting structure that drives towards specific outcomes and deliverables.

PARCC, Inc. will coordinate in-person and virtual meetings, communications, and resources (including contractors) for the consortium and for all expert panels, including working groups and committees. To fulfill this requirement, we will coordinate the following in-person and virtual meetings for the consortium:

- **Governing Board Meetings.** Two in-person meetings per year in the Washington, D.C. area; eight virtual meetings per year in Year 1 (2014-15); and four virtual meetings per year thereafter. PARCC, Inc. recommends that the PARCC Advisory Committee on College Readiness (ACCR) members join Governing Board calls/meetings when standard-setting decisions are made (as articulated in the Operational Assessment contract). We understand that funding for these activities will not be covered in this contract, except for travel for members of the standard-setting panels.
- For the Governing Board in-person meetings, coordinate all logistics, including hotel and meeting space logistics, meals, travel, reimbursement, communications and updates to participants, on-site registration and meeting support, and preparation of meeting materials.
- **State Lead Meetings.** Eight in-person meetings per year and two virtual meetings per month. We will coordinate with the operational assessment vendor for in-person meetings.
- **Executive Committee Meetings.** Two virtual meetings per month.
- **Vendor Management Team Virtual Meetings.** PARCC, Inc. recommends that the states form three vendor management teams in year 1, each comprised of 2-3 state members plus a PARCC, Inc. staff member to chair the group. These groups will provide oversight and management of the major vendor contracts, including in year 1 Summative Item Development, Summative Assessment Administration and Technology. (In Year 2, we recommend adding vendor management teams for non-summative administration and technology operations.)
 - We will convene weekly meetings/virtual meetings and ad hoc email communications as needed for each of the three Operational Assessment vendor management teams
- **Working Group Virtual Meetings.** After working with state leads to define a streamlined set of working groups, PARCC, Inc. will convene virtual meetings of those groups (about 1-2 per month).
- **State Liaisons.** Monthly virtual meetings and ad hoc email updates as needed.
 - Fiscal/contract leads.
 - State communications contacts.

To coordinate and facilitate the above-listed meetings, PARCC, Inc. will:

- Work with the Operational Assessment vendor to schedule State Leads Meetings.
- Develop the agenda and participant lists for the meetings identified above.
- Coordinate with other PARCC vendors to ensure their attendance when needed at any of the above-listed meetings.
- Facilitate each of the meetings identified above, including: working with PARCC vendors on pre-meeting preparations and set-up; opening the meetings; taking

roll call; capturing minutes and action items/decisions; and serving as the PARCC, Inc. content point person throughout the meeting.

- Use timely email communications to effectively keep states informed and current between virtual and in-person meetings.
- For virtual meetings, schedule calls, presenters and panelists, arrange and manage necessary technology (provided by the Operational Assessment contractor).

4.2.1.2 SEC 2

RFP Reference SEC2, Page 21—Plan and prepare meeting agendas and support materials for Governing Board, Executive Committee, and State Lead meetings.

PARCC, Inc. will plan and prepare meeting agendas and supporting materials for Governing Board, Executive Committee, State Lead, and Working Group meetings. PARCC, Inc. will:

- Seek input from the chairs of working groups and the State Leads regarding key priorities for meetings in accordance with the PARCC Master Schedule.
- Propose priorities for meeting agendas based on project needs, upcoming policy and development timelines, and decision-making calendar.
- Draft agendas for both in-person and virtual Governing Board meetings, State Lead meetings, Executive Committee, and working group meetings.
- Draft meeting materials, including decision memos and PowerPoint presentations, to support agenda items in collaboration with PARCC state representatives (see SEC 6).

4.2.1.3 SEC 3

RFP Reference SEC3, Page 21—Convene member states and handle all meeting logistics and materials on an established schedule for project reports and policy decisions to address common challenges, align decisions and discussions in order to build consensus.

PARCC, Inc. will convene member states and coordinate all meeting logistics and materials on an established schedule for project reports and policy decisions to address common challenges, align decisions and discussions in order to build consensus. PARCC, Inc. will:

- Develop, maintain, and update a State Engagement Master Calendar of PARCC consortium in-person and virtual meetings for State Leads, Governing Board, Executive Committee, and working groups. PARCC, Inc. will coordinate with PMO to add activities to the calendar, as appropriate.
- Coordinate with PMO to ensure that planned discussions and decisions that occur on meeting agendas are on schedule and designed to effectively move the project forward.

For additional information on meeting logistics, please see SEC1.

4.2.1.4 SEC 4

RFP Reference SEC4, Page 21—Serve as executive secretary to governing states—documenting decisions, recommending agendas, recording official minutes, etc.

PARCC, Inc. will serve as executive secretary to governing states – documenting decisions, recommending agendas, and recording official minutes. PARCC, Inc. will:

- Take official meeting minutes, including discussion and decision summaries for the in-person and virtual meetings of the PARCC Governing Board, State Leads, Executive Committee, and working groups. Share minutes with participants and archive on SharePoint. See SEC 1 for the breakdown of the number of meetings per year.
- Submit official meeting minutes for the meetings outlined above to the PMO, who will log the applicable next steps on the master calendar. The PMO will track the progress of next steps through a decision tracking spreadsheet and alert the appropriate entities when progress is stalling.
- Distribute decision tracking spreadsheet from the PMO to the State Leads and the Executive Committee monthly.
- Draft and distribute quarterly Decision Summary Memos to the Governing Board, summarizing the major activities of the past month.

For details on the process for recommending agendas, please see SEC2.

4.2.1.5 SEC 5

RFP Reference SEC5, Page 21—Facilitate consensus among consortium states through convenings, ongoing electronic communications, and support to working teams.

PARCC, Inc. will work with the chairs of the Governing Board, State Leads, and working group to facilitate consensus among consortium states through convenings, ongoing electronic communications, and support to working teams. PARCC, Inc. will:

- Convene meetings, such as the Governing Board, Executive Committee, State Leads, and working groups, to discuss test development, implementation, policy, and other topics, as appropriate for the group. PARCC, Inc. will develop agendas, memos, PowerPoint presentations and other materials that outline key issues for discussion and/or decision, facilitate calls/webinars, take official minutes and share them with the PMO for tracking of action items and next steps, and add decisions made to the Decision Memo (see SEC 4).
- Provide timely email communications to State Leads and working groups.

4.2.1.6 SEC 6

RFP Reference SEC6, Page 21 – Develop written documents, e.g., memos and PowerPoint presentations, to support: decision-making processes, risk mitigation, solution posing and analysis, coordination and tracking of assessment design and development work.

PARCC, Inc. will develop written documents, e.g., memos and PowerPoint presentations, to support: decision-making processes, priority setting, risk mitigation, solution posing and analysis, coordination and tracking of assessment design and development work. PARCC, Inc. will:

- For all meetings and calls identified in SEC1-5, develop and finalize written support documentation, such as memos, PowerPoint presentations, Excel spreadsheets, and Word documents, to support the consortium's work.
- Share written documents with members of the working group (or Governing Board, State Leads) at least two business days prior to virtual meetings and five business days prior to in-person meetings.
- Archive meeting minutes, support documentation, and decision memos for states to review at any time and to support the onboarding of new state representatives.

4.2.2 STATE ENGAGEMENT AND MONITORING

4.2.2.1 SEC 7

RFP Reference SEC7, Page 21 – Ensure that all appropriate project meetings occur as frequently as needed to meet critical-path timelines and deliverables (e.g., Governing Board, Executive Committee, State Leads)

PARCC, Inc.'s approach will allow states to continue to provide input into key decisions. PARCC will schedule project meetings in a cadence that allows the consortium to meet critical-path timelines and deliverables (e.g., Governing Board, Executive Committee, State Leads, working group calls and meetings). PARCC, Inc. will:

- Develop a calendar for PARCC state engagement meetings and calls in coordination with the PMO team to support consortium states to successfully reach consensus and decisions in accordance with the project's Master Schedule. (Alignment between the calendar of meetings and the Master Schedule will allow for decisions to be teed up at the right times for the right groups.)
- The calendar will be updated at least monthly and republished for states as changes are made.

Facilitating Effective Decision-Making

Over the last four years, PARCC, Inc. staff have effectively facilitated cross-state development and adoption of several key policies, as well as communications support for the rollouts, including: test design; core principles around cost, time and other features; college- and career-ready determination policy; accessibility features and accommodations manual; translation policy; and data privacy and security policy. This has resulted in successful consensus building under tight project schedules.

4.2.2.2 SEC 8

RFP Reference SEC8, Page 21 – Effectively track and coordinate with State Leads for required / committed engagement, quality and quantity of work. Develop a tracking

mechanism to monitor and report on state practices to the Governing Board and State Leads.

PARCC, Inc. will effectively track and coordinate with State Leads for required/committed engagement, quality and quantity of work. We will develop a time and contribution tracking mechanism to monitor and report on state practices to the Governing Board and State Leads. Based on our work with states in the development of a state contribution model, we anticipate that each state will contribute: one Governing Board member, such as a state chief; one state assessment director; 1.5 FTEs to participate in core working groups such as math, English content experts or test administration experts. Each state will also be strongly encouraged to nominate additional members for additional working groups, such as the research and psychometrics and non-summative working groups. We expect that states will make a financial "deposit" to the Consortium (via the PMSC); if the state does not meet its expected staffing contribution, then funds will be used from its deposit to hire consultants to fill the necessary role. States that meet their contribution will receive a refund of their entire deposit.

To support states in implementing this model, PARCC, Inc. will:

- Work with states to solidify specific state commitments, such as through finalizing a roster of working group members, and report that to states.
- Work with states to identify a set of quality metrics for state participation and with working group chairs to determine the system for evaluating contributions.
- In coordination with the working group chairs, track participation of state representatives in working group and committee meetings, and track against quality metrics.
- Report quarterly to the Governing Board and State Leads on participation and quality metrics. As with any risk or issue, if this approach to state commitment and engagement is not working as planned, PARCC, Inc. will notify the Executive Committee and make recommendations for adjustments to the model prior to the next quarterly report.
- Evaluate the efficiency and effectiveness of this approach to state commitment and engagement at the six-month and 12-month marks.

Further assumptions regarding state contributions are found in section 5.1.2.

4.2.2.3 SEC 9

RFP Reference SEC9, Page 22—Support cross state collaboration in policy development and consortium decision-making and governance.

PARCC, Inc. will support cross-state collaboration in policy development and consortium decision-making and governance through the following mechanisms:

- Facilitate the consortium's work to review, revise and refresh major PARCC policies, such as data privacy and security, test administration, accommodations and fairness, and college- and career-ready determination policies, and

performance level descriptors. PARCC, Inc. will conduct this work through existing Governing Board, State Leads and relevant working group meetings, including collaboration with PARCC vendors.

- Include annual reviews of major consortium policies in the PARCC Master Schedule, including working group, State Lead and Governing Board meetings and actions.
- Work with PMO to ensure the PARCC Master Schedule includes timelines for the review of other policies, such as test security and others, by working groups and, as needed.

See SEC 1-7 for additional details on PARCC, Inc.'s vision for supporting cross-state collaboration.

4.2.3 COMMUNICATIONS SUPPORT

4.2.3.1 SEC 10

RFP Reference SEC10, Page 22—Provide a modest level of communications support to the PARCC consortium as directed by the Governing Board. Communications support may include:

- *Internal communications to and among partners, state and districts (e.g., newsletters, press releases)*
- *Nonprofit partner community (i.e., CCSSO)*
- *Marking materials that support and communicate the value of PARCC*
- *K-12 and higher education*

State Engagement and Communications

To meet the needs of the PARCC states, PARCC, Inc. will manage media inquiries, provide state communications and other State Education Agency (SEA) staff with talking points and other supports for media and public relations related to major PARCC developments, and draft press releases and tools under the direction of the Governing Board. These activities will help the PARCC states and the consortium as a whole to promote consistent and positive messages about the consortium's work and greater understanding of the assessment system and its role in supporting and improving teaching and learning. PARCC, Inc. will prioritize its efforts on the major activities of the consortium each year, including the release of score reports and, in Year 1, the work to set performance standards.

PARCC will provide a modest level of communications support to the PARCC consortium as directed by the Governing Board.

- Draft press releases to promote consortium activities to national and/or state and local media outlets as directed by the Governing Board and/or to be shared with SEAs for their distribution as they deem appropriate.

- In collaboration with PARCC state communications staff, draft a media relations protocol to delineate who from the SEAs is responsible for speaking with the media and when PARCC, Inc. will speak on behalf of the consortium.
- Triage media calls. Anticipate referring the majority of calls to PARCC state SEA staff or PARCC Governing Board leadership for response. PARCC, Inc., will respond to basic media queries about overall test design and consortium-wide results.
- Maintain PARCC consortium website with modest amount of revised and new content as programming needs dictate. Post press releases, technical updates, and other communications to appropriate sections of the website. Contract with a vendor for web hosting and technical support and manage renewals of URL's and other necessary services.
- Write and post new web content – including FAQ's and PowerPoints as appropriate, and/or revise content – for up to four PARCC website pages per quarter to explain and market the PARCC assessment system, such as when a new product is launched or questions arise about an aspect of the consortium's work.
- Provide modest social media support with two to four posts per week to Twitter in an effort to draw attention to the work of the consortium and educate educators and the public about the assessments.
- Produce a quarterly electronic newsletter with updates and information for various stakeholders, including teachers, test coordinators, school and district leadership, parents and others regarding the ongoing implementation of the PARCC assessments. The newsletter will serve as supplemental marketing support.
- Share messaging, updates and other materials quarterly with PARCC's nonprofit partners, such as CCSSO, National PTA, Stand for Children, and others.
- Annually update communications materials specifically aimed at using the PARCC assessments as a measure of readiness for college-level study.
- Develop annual communications strategy, including options for augmented communications support

4.2.3.2 SEC 11

RFP Reference SEC11, Page 22—Facilitate and provide support to enable, leverage and help coordinate State-level communications resources.

PARCC will provide support to enable, leverage and help coordinate State-level communications resources.

- Hold monthly conference call with SEA communications staff to update on the status of implementation, potential opportunities and threats, facilitate cross-state discussion, and to see what additional tools states may need to support their communications and marketing work.

- Organize and update library of existing state toolkits for communicating with stakeholders, including talking points, PowerPoints, handouts, etc., in format to be used as is and/or customized by states for individual needs. Annual updates to toolkits.
- Coordinate annual public release of assessment score results, including planning and execution of press conference for PARCC consortium leadership (also see section 4.5 of this proposal – Research and Analytics).
- Report monthly to the Governing Board and SEA communications staff on communications activities, including: press coverage; press releases; website updates and new content; Twitter activity; and other metrics.

4.3 Component 3 – Summative Assessment

4.3.1 CONTENT AND SCORING

4.3.1.1 SA 1

RFP Reference SA1, Page 22—Facilitate quality control / quality assurance management to ensure PARCC vendors deliver: 1) Timely contracted deliverables that meet PARCC needs and its commitment to "best in class", 2) Services of high quality that are on time, on specification and within budget, 3) Track and ensure quality and coherence of items, forms and scoring 4) Provide oversight and ensure quality of vendors' scoring practice and implementation processes.

PARCC, Inc. will facilitate quality control and quality assurance management to assure that PARCC vendors deliver timely contracted deliverables meeting PARCC's specifications and commitment to high quality assessments, including a coherent set of quality items, forms, and scoring rules and procedures. The PARCC, Inc. content team will, in collaboration with PARCC state working group members, maintain the standard for quality deliverables. Quality control of summative content will be exercised throughout the development process, including item reviews (content and bias & sensitivity), form reviews, data reviews and rangefinding reviews. Quality assurance will be managed through the development and implementation of the Quality Management Plan (PM1).

In support of quality assurance and maintenance of shared expectations, PARCC, Inc. will assign a project manager for each major component of the operational assessment contract – Test Development, Test Administration and Research and Reporting. The project manager will be the point person for contact with the vendor, and will be responsible for:

1. Participating in scheduled calls with PARCC vendor management teams and vendors as determined by the vendor contracts to monitor project status.
2. Facilitating two calls per month with appropriate PARCC working groups to provide updates on progress and gather state input on project-specific issues that arise. Should additional monitoring be determined necessary, PARCC, Inc. will work with PARCC states to establish a plan of action.
3. Providing verification of completed deliverables on vendor invoices submitted for

Consortium approval and work with the vendor to keep scope change requests to a minimum.

PARCC, Inc. will continue to work with states to track and monitor vendors' adherence to established specifications for quality and rigor, taking corrective action when necessary to see that the required items and forms are delivered on time, within budget, and according to PARCC specifications.

4.3.1.2 SA 2

RFP Reference SA2, Page 22—Consistent with criteria established by the states, oversee, coordinate and monitor processes across PARCC. Ensure issues are brought to closure and resolutions are communicated to all relevant stakeholders in a timely manner.

PARCC, Inc. will oversee, coordinate, and monitor processes across PARCC consistent with criteria established by the states, using the operational assessment vendor Program Management Plan (PMP) as a foundation.

PARCC, Inc. will respond to issues as they arise, identifying potential risks to the program and developing mitigation strategies for PARCC leadership review and discussion. When necessary, PARCC, Inc. will coordinate PARCC state participation in the solution development process by:

- Facilitating PARCC state discussion, brainstorming, and the determining of a final solution.
- Documenting the decisions and plan, and posting them on the PARCC SharePoint site.
- Communicating the plan to all key stakeholders.
- Monitoring and reporting on execution of the plan.

4.3.1.3 SA 3

RFP Reference SA3, Page 22—Based upon project schedules and statuses, develop meeting objectives/agendas for state assessment vendors and the operational vendor to review significant deliverables.

PARCC, Inc. will develop meeting objectives/agendas for state assessment staff and the operational vendor in preparation for the review of significant deliverables, and review draft deliverables, based upon project schedules and statuses. As part of the planning process, PARCC, Inc. will meet with appropriate PARCC state staff to validate the list of significant deliverables. Requirements for this work will be included in the PMP. The meetings will be held according to the master schedule kept by the PARCC, Inc. PMO, which will allow PARCC, Inc. to identify dependencies between vendors and assure that sufficient time is allowed for input from PARCC leadership.

4.3.1.4 SA 4

RFP Reference SA4, Page 22—Coordinate the fine tuning of content frameworks.

PARCC, Inc. will coordinate future adjustments to the PARCC content frameworks. PARCC, Inc. has in-depth knowledge of this requirement, as our team coordinated the initial development, public review, finalization and stakeholder capacity building around the model content frameworks.

PARCC, Inc. will work with the Consortium to review the content frameworks annually to determine whether fine tuning is necessary. If the Consortium requests updates to the frameworks, PARCC, Inc. will coordinate the adjustments using the following process, which is similar to that used for the initial development of the frameworks:

1. Coordinate with the Consortium to identify the appropriate group of state content experts to draft revisions, based upon requested changes.
2. Coordinate review of the revisions by national member organization and other stakeholder groups identified by PARCC states.
3. Coordinate a group of state content experts to create a final draft based on responses from national member organizations and other stakeholder groups.
4. Provide support for the communication of changes to the Governing Board for approval.

RFP Reference, Page 22—Coordinate states' requirements for scoring criteria processes and rule for calibration in support of cross state agreement.

PARCC, Inc. will use the following approach in support of cross-state collaboration:

1. Convene stakeholders to facilitate cross-state agreement upon scoring criteria needed for the operational assessment vendor's development of PARCC handscoring specifications.
2. Participate in rangefinding meetings where PARCC state experts review and approve of prototype items, annotations, and scoring using student responses to the items, as budgeted in the operational assessment contract.
3. Oversee operational vendor updates to the scoring rubrics based on feedback from the states, as well as the training of scorers, so that scores are calibrated across scorers and scoring sites, and are consistent with processes developed by the Scoring and Reporting Working Group.

PARCC, Inc. will verify that industry standard processes are followed by the vendor, including scorer training, qualifying, and validity checks. The standards used for quality management will be documented in the hand scoring specifications and process improvements from lessons learned during the grant period will be incorporated.

4.3.1.5 SA 5

RFP Reference SA5, Page 23—Manage and facilitate discussion and coordinate options review related to introduction of AI scoring.

PARCC, Inc. will manage and facilitate discussion and coordinate options review related to introduction of automated scoring (AI) of the PARCC summative assessments. The operational assessment vendor will conduct a proof-of-concept

study in the summer and fall of 2014 to determine the efficacy of using their automated scoring systems to score all three types of PARCC's prose constructed response tasks. The proof-of-concept study will be conducted in three phases: (1) model training/building; (2) model evaluation; and (3) model testing.

Based on those experiences and its understanding of the educational and political sensitivities relating to the use of automated scoring, PARCC, Inc. will assist the Consortium in evaluating options on the basis of that study. Specifically, PARCC, Inc. will:

1. Coordinate, facilitate and document meetings of state staff with the operational vendor, designed to discuss the results of the proof-of-concept study and subsequent options for using automated scoring to score PARCC assessments with a dual emphasis on ensuring content validity and feasibility.
2. Coordinate input from the PARCC Technical Advisory Committee on the study design and on the results of the study so that the Consortium will benefit from psychometric expertise when determining a course of action.
3. If supported by study results, coordinate, facilitate, and document meetings among state staff designed to address the ongoing and/or expanded use of automated scoring in order to further cost savings to states related to scoring of the assessments.

4.3.2 COORDINATION AND ASSISTANCE

4.3.2.1 SA 6

RFP Reference SA6, Page 23—Ensure ongoing maintenance of administration policies for use across all PARCC states, track and report on the fidelity of implementation.

PARCC, Inc. will facilitate the ongoing maintenance of administration policies across all PARCC states, as well as track and report on the fidelity of policy implementation.

Every year immediately after the completion of test administration, PARCC, Inc. will facilitate discussions with PARCC states and the operational vendor to re-evaluate the test administration policies and make any necessary improvements, thus ensuring their ongoing maintenance and making sure that the administration policies continually meet states' needs.

PARCC will conduct the Quality of Test Instructions Study to help monitor and report on the fidelity of implementation of PARCC administration policies across all PARCC states. PARCC, Inc. will help support the tracking and reporting the fidelity of implementation by supporting the completion of this study.

PARCC, Inc. will:

1. Facilitate state review, feedback, and approval process for finalizing the Observation Checklist and Test Administrator Questionnaire annually, to see that these instruments capture the information desired and necessary to maintain high quality assessment administration across the states;

2. Work closely with PARCC states to facilitate approval of the sampling design for the observation site visits each year, and facilitate and monitor the observation site visits schedule to see that representative data are collected across the Consortium; and
3. Facilitate state review and approval of the final study reports.

4.3.2.2 SA 7

RFP Reference SA7, Page 23—Ensure development of manuals and training materials by the vendors meet state requirements and quality expectations through review and delivery.

PARCC, Inc. will oversee the development of manuals and training materials by the vendors so that these materials meet state requirements and quality expectations through review and delivery. This will require close monitoring of the vendors to ensure that milestones are on time and these documents represent states' decisions and vision.

PARCC, Inc. will:

1. In close coordination with PARCC states and the operational vendor, identify the critical administration policies and protocols that need revision for each operational year, based on lessons learned;
2. Work closely with PARCC states to facilitate decision-making on all administration policies and protocols, ensuring that all states' needs are considered during the development and that feedback from the appropriate groups is collected and integrated;
3. Coordinate review of the manuals and training materials among all PARCC states with any necessary working groups;
4. Monitor vendor edits to manuals and training materials to ensure edits requested by states have been appropriately applied;
5. Monitor the progress of all test administration manuals and training materials according to required timelines; and
6. Identify when the timelines are at risk, identify risk mitigations strategies and monitor their implementation.

4.3.2.3 SA 8

RFP Reference SA8, Page 23—Monitoring and reporting on the implementation of security procedures that are aligned to state requirements; develop protocols and processes in the event of a security breach.

Test administration security policies procedures must be clearly defined in accordance with all PARCC state requirements and must be closely monitored. PARCC, Inc. will monitor and report on the implementation of security procedures that are aligned to state requirements and work with states and the operational vendor to develop protocols and processes in the event of a security breach.

Through scheduled meetings with appropriate PARCC state staff, PARCC, Inc. will monitor and report on the implementation of the following security protocols and documentation mechanisms developed by the operational assessment vendor:

1. Protocol for reporting security breaches and testing irregularities
2. Protocol for test invalidation due to testing irregularity
3. Protocol for identifying, reporting, and removing item breaches from social media
4. Security documents identified in the Operational Assessment contract, such as:
 - a. Reporting security breaches and testing irregularities form
 - b. Security document checklist
 - c. Security agreement form
5. Central documentation process for logging security breaches

PARCC, Inc. will work with PARCC states to determine the desired protocol for monitoring and reporting out on security breaches and testing irregularities.

4.3.2.4 SA 9

RFP Reference SA9, Page 23—Ensuring comparability of fidelity in how states are implementing accessibility features and accommodations.

PARCC, Inc. will assure comparability of fidelity in the implementation of accessibility features and accommodations across states through coordination with PARCC state experts, and facilitation of the review of research study results and assessment administration data.

PARCC vendors will conduct research studies and data analysis to monitor states' implementation of the accessibility features and accommodations, and to see that they are performing as intended. After each annual administration, PARCC, Inc. will convene a working group of PARCC state experts to review the results of the research studies and assessment data in order to:

1. Identify issues that may impact the comparability of administration of accessibility features and accommodations across states;
2. Recommend revisions to existing policies and training materials to improve comparability; and
3. Recommend further research and/or actions needed to maintain a trajectory of improved comparability in the implementation of accessibility features and accommodations.

4.4 Component 4 – Technology Platform

4.4.1 TECHNOLOGY OPERATIONS SUPPORT AND MAINTENANCE

PARCC, Inc. will address the six tasks in Section 4.4 (Technology Platform) (TP1-TP6) through an integrated approach to high-level program management of PARCC-built technology components currently in development, the technology deployment associated with the Pearson TestNav 8 platform for summative assessment administration, and coordination support for internal and external stakeholders engaged in technology development

Anticipated Year 1 Contracts

Pearson TestNav 8 (TN8) Platform: PARCC will provide monitoring and reporting oversight for the continued technology development and user acceptance testing activities under the Pearson Operational Assessment Administration contract using the knowledge and expertise gained during the grant period.

Technology Operations (Tech Ops): PARCC, Inc. will guide development of this RFP and provide program management support for the procurement in year 1 of the contract.

Anticipated Year 2 Contracts

Data Management and Reporting (DM&R): This component is currently in development under the RTTA grant, so program management for these activities is not part of the PMSC contract. However, PARCC, Inc. will provide continuity and integrated oversight as the component shifts from development to operational status in Year 2.

Partnership Resource Center (PRC): This component is currently in will be developed under the RTTA No-Cost Extension, so program management for these activities is not part of the PMSC contract. However, PARCC, Inc. will provide continuity and integrated oversight as the component shifts from development to operational status in Year 2.

Possible Year 2 Contracts

Delivery System: The Governing Board is contemplating developing a PARCC-owned, open source assessment delivery platform through a one-year No-Cost Extension on the RTTA grant. Program management for these activities is not part of the PMSC contract. However, PARCC, Inc. will consult with the Governing Board as to whether continuity and integrated oversight services are required by the PMSC if these components are built in 2014-15 and shift from development to operational status in Year 2.

For each of the vendors listed above, PARCC, Inc. will monitor and report on six categories:

1. **Timelines:** Track the outputs of technology development vendors to see that plans are integrated across vendors and deadlines are met.
2. **Quality:** In collaboration with Technology Vendor Management Team, participate in quality control and quality assurance monitoring, including user

acceptance testing (UAT) and data auditing to see that PARCC quality standards are met.

3. **Changes and Decisions:** Document and communicate the incremental decisions made by PARCC with technology vendors to see that updates to plans, schedules, and policies are addressed. (See also Section 4.1 of this proposal for PARCC's proposed approach to change control.)
4. **Integration and Interoperability:** Monitor schedules of multiple vendors to identify and monitor interdependencies to support integration of technology components built under different procurements.
5. **Risk:** Track and communicate existing and emerging risks, and coordinating PARCC states to determine mitigation strategies to see that program risks are effectively mitigated.

4.4.1.1 TP 1

RFP Reference TP1, Page 23—Support and operationalize the ongoing strategic vision for the PARCC technology platform as defined by the Governing Board

PARCC, Inc. will support and operationalize the ongoing strategic vision for the PARCC technology platform by working with the Governing Board, State Leads, and PARCC working groups to track that interdependent activities around technology development, computer-based test delivery, procurement, and data management are being implemented with fidelity to the vision as defined by the Governing Board. Critical activities will include the seamless integration of technology development work proceeding under the RTTA No-Cost Extension with the new activities of the PMSC.

Activities:

1. Report to the Governing Board regularly on technology development progress and risk (see also Section 4.1 Program Management for more information on communications).
2. Oversee the maintenance of the authoritative set of PARCC technology guidelines, technical specifications and interoperability standards documents for PARCC including assessment item data schemas, metadata schemas, and school device and bandwidth requirements.
3. On behalf of PARCC, participate in technical standards-making bodies including IMS Global Consortium, School Interoperability Framework Association, Assessment Interoperability Framework Working Group, and the Common Education Data Standards group within the National Center for Education Statistics.
4. In collaboration with the Technology Working Group, developing a Technology Assets Management Plan (curation, evaluation, IP management) and update it annually.

5. Facilitate decision-making for the Consortium on establishing and operating an open technology user community around possible PARCC-owned technology assets.

4.4.1.2 TP 2

RFP Reference TP2, Page 23—Provide input into the PARCC technology acquisition approach, analyzing options for and recommendations related to leasing versus PARCC owned and operated platforms.

PARCC, Inc. will conduct research and tactical planning as requested by the Governing Board to support technology acquisition and related operationalization of the strategic vision for technology.

Activities:

1. In collaboration with the Technology Working Group, develop a PARCC Technology Acquisitions plan and update it annually, including options for augmented technology support.
2. Synthesize information and conduct analyses to support Governing Board decision-making.
3. Assist the Consortium in maintaining documentation for the technology acquisition strategic planning process.

4.4.1.3 TP 3

RFP Reference TP3, Page 23—Oversee the design development and quality of PARCC technology platform as required.

PARCC, Inc. will provide support for the Consortium's daily management of the multiple vendors that will be developing and deploying PARCC technology components.

Activities:

1. In collaboration with Technology Vendor Management Team, oversee vendors' contractual terms and deliverables to monitor for timeliness, quality, degree of change, communications, and levels of service. In year 1, this will focus primarily on successful deployment of TestNav 8 for operational testing. In year 2, this will transition to primarily focus on management of new PARCC technology vendors.
2. In year 1, monitor Pearson's iterative development of TestNav 8, PearsonAccess, and other technologies for use in PARCC operational summative assessment delivery. Coordinate state participation and process quality for User Acceptance Testing (UAT) and report quality, risk, interoperability, and requirements traceability status to PARCC.
3. Provide guidance to PARCC on contractual actions that may be necessary if technology vendors are not meeting requirements or terms of their technical service level agreements (SLAs).

4. Coordinate with states to identify ongoing functional and technical requirements for PARCC technology components, communicate requirements to vendors, and monitor requirements traceability throughout vendors' development and deliverables.
5. Oversee Technology Operations vendor(s) as such entities initialize activities with PARCC.
6. Convene regular cross-vendor virtual meetings on critical topics that impact all technology vendor work streams and PARCC systems integrations plans and schedules.

4.4.1.4 TP 4

RFP Reference TP4, Page 19—Develop and manage procurements, as necessary, for ongoing maintenance of platform.

As a part of the activities under Task TP1 (support and operationalize the strategic vision) PARCC, Inc. will assist the Governing Board in determining viable strategies for the ongoing hosting, maintenance, and enhancements of the PARCC technology components built under RTTA grant funds. In support of Task TP4, PARCC, Inc. will develop and support states in the release of the necessary procurements to continue technology operationalization and ongoing maintenance of the platform.

Activities:

1. Assist the Governing Board in identifying strategies for the ongoing maintenance of PARCC platform components, such as the procurement of a Technology Operations vendor.
2. Manage RFP development in partnership with PARCC state technology experts.
3. Provide program management for PARCC procurement teams.
4. Help determine and execute procurement strategy, including options for augmented technology support.
5. After consultation with the Governing Board on PARCC's technology vision, potentially manage 2-3 procurements/contract renewals per year

4.4.1.5 TP 5

RFP Reference TP5, Page 23—Oversee management and maintenance of the Partnership Resource Center.

PARCC, Inc. will support the states in integrating the outcomes of the current RTTA activities to build the Partnership Resource Center (PRC) into the appropriate PMSC tasks as the PRC becomes operational. PARCC, Inc. will oversee the management and maintenance of the PRC.

Activities:

1. Oversee the transition of the Partnership Resource Center from development under the RTTA grant to ongoing operations

2. Oversee management and maintenance of information, content, and other resources accessible through the PRC.
3. Monitor usage levels of the PRC, and provide anecdotal reports of the use of PRC content and tools by state educators and other target users.

4.4.1.6 TP 6

RFP Reference TP6, Page 23—Oversight of data security audits and data repository.

PARCC, Inc. will support the Consortium as it implements its data privacy and security policy and data management protocols. PARCC, Inc. will monitor the implementation of PARCC's data privacy policy by PARCC's operational assessment vendor (and other future vendors) that are contractually required to manage or use student data to support the implementation of the assessment program. As requested, PARCC will also oversee data security audits and the ongoing refinement of data repository requirements.

Activities will include:

1. Working with State Leads to develop a Data Management and Auditing Plan and update it annually, including options for augmented technology requirements.
2. Requiring PARCC vendors to report to PARCC, Inc. and the Governing Board at least annually on the implementation of policies aligned to PARCC's policies
3. Confirming that compliance with PARCC's data privacy and security policy is contractually required of all vendors with duties that require them to manage or use student data to support the implementation of the assessment program.

4.5 Component 5 – Reporting and Analytics

The PMSC will coordinate efforts relating to the effective collection and release of PARCC reports of results.

4.5.1 REPORTING AND ANALYTICS APPROACH

4.5.1.1 RA1

RFP Reference RA1, Page 24—Coordinate the release of summative assessment results across PARCC states (i.e., timing, messaging and guidance on interpretations).

Release of the results of PARCC's summative assessments will be a major event each year. The release schedule must be well-planned and responsive to states' needs.

In the first year, results will likely be released at the same time by all states soon after the standard-setting event in summer 2015. In subsequent years, however, when the objective will be to report school and district results by the end of the school year, release dates may need to be staggered by state and possibly by district within states, if districts within states do not conform to the same testing window. Staggered schedules will undoubtedly create challenges for reporting and require careful planning, coordination and communications.

Moreover, the percentage of students achieving Level 4 (strong performance/proficiency) on the PARCC assessments may be substantially lower than the percentage reported historically by states' legacy assessments. Accordingly, it will be important for states and the PMSC to set the stage for the initial release of results with communications materials that will build understanding of the results, in particular, the criteria and process used to set the performance level cut scores.

Additionally, national organizations and media will want to learn about the results, and it will be important that they have a point of contact in order to provide consistent and timely information, and get answers to technical questions.

In order to address these challenges and others, PARCC, Inc. will bring its experience in communications; understanding of the political and educational climate in each PARCC state; and in-depth knowledge of the PARCC assessments, including PARCC's performance level descriptors and process for setting performance level cut scores, to coordinate the development of a release plan in advance of the release, monitor implementation of the plan, draft a set of communications tools and templates prior to and after the release, and then provide feedback to improve the process for the next year's release. To that end PARCC, Inc. will:

- Develop with input from PARCC states an assessment results release plan that conforms to individual state and Consortium-wide needs. The plan will include a description of what reports of results and related materials will be released, by whom and by when.
- Develop a model press release and set of talking points for states and coordinate with PARCC states' public information officers (PIOs) on the release.

- Coordinate the development of brief, user-friendly information to promote understanding of the release schedule and context for interpreting the results prior to their being released.
- Conduct one briefing prior to the release of results for national media and/or national stakeholder associations. The purpose of the briefing will be to build understanding of the assessment system and provide context for interpreting the results prior to the release.
- Coordinate with PIOs to solicit feedback on the first year's score release, through the monthly call and ad hoc email communication described in SEC1, and use lessons learned to improve the Consortium's plan for year 2.

4.5.1.2 RA2

RFP Reference RA2, Page 24—Develop PARCC Consortium assessment report (i.e., summary trends).

PARCC, Inc. will develop an annual PARCC Consortium Assessment Report. The report will serve as the basis for the release of PARCC assessment results each year. It will be widely read by local, state, and national stakeholders and will need to include background information about the Consortium, about the design and purpose of the assessments, about the reporting metrics (e.g., high level performance level descriptions), standard-setting process and other interpretive information.

The PARCC data management and reporting platform will be programmed to generate stock, PARCC-wide assessment reports. Identification of the specifications for those reports (e.g., templates, graphics, and business rules) will be carried out by states, coordinated by PARCC, Inc. and implemented by the reporting platform vendor under the federal grant during the no-cost extension period.

The stock reports will likely need enhancements so that PARCC can release an annual Consortium summary report. PARCC, Inc. will coordinate with the chair of the Scoring and Reporting Working Group during the spring of each year and, in particular, immediately after school, district, state and PARCC-wide results are released to draft and finalize:

- An Executive Summary of PARCC Consortium assessment results
- A PARCC Consortium assessment report that includes:
 - The executive summary
 - Background about the Consortium
 - A brief description of the design of the assessments
 - A brief summary of what is being assessed in each content area
 - Information on how the results are reported (e.g., metrics, trends)
 - A brief summary of PARCC's performance level descriptors
 - Tables describing trends after the first year of results
 - An appendix of state by state results

Additionally, PARCC, Inc., will prepare the executive summary, tables, and full report of PARCC assessment results for posting on the internet.

4.5.1.3 RA3

RFP Reference RA3, Page 24—Manage vendors on administrative and student level fixed reports and interpretive guides.

PARCC, Inc. will manage the vendors producing the administrative and student-level reports and interpretive guides to see that PARCC's reports of results are error-free and on time. This will require consistent implementation of quality control measures by vendors during every phase of the report generation process, as well as by states in their validation of report requirements, their close review of preliminary student data files, and sign-off on draft reports.

Error-free and timely reporting will also require the successful execution of detailed production schedules and data exchanges between the operational assessment vendor and its subcontractors and between the operational assessment vendor and each state.

The flow of data files will begin with states uploading student and administrative files to the test delivery system's administrative portal (PearsonAccess) and ending with states drawing down final reports from PARCC's data management and reporting platform. Below, we describe the points at which the PMSC will need to monitor and oversee vendor handoffs.

To promote the generation of accurate, complete, and timely administrative and student level fixed reports PARCC, Inc. will provide the following project management and coordination services for each of the six phases of the process. (Note that portions of this process are also addressed in sections 4.1 and 4.3 of this proposal.)

1. With respect to student and administrative data uploads scheduled during the summer/fall prior to each year's administration PARCC, Inc. will:
 - Confirm that the requirements for the data uploads will support administrative and student reporting requirements.
 - Verify that states have been notified about the requirements for the data uploads and can meet those requirements.
 - Assist states in resolving policy issues related to the data uploads.
 - Verify that the student and administrative data uploads are provided and processed in required timeframes during the fall prior to each administration.
 - Identify when the timeline for data uploads is at risk, identify risk mitigation strategies and monitor their implementation.

2. With respect to scoring constructed response items and tasks scheduled during the spring of each year, PARCC, Inc. will (Note: These services are also described in under the Section 4.3 of this proposal – Summative Assessment Component):
 - Verify that unscored student responses are sent to scoring centers in required timeframes.

- Verify that the operational assessment vendor is reviewing and acting upon daily scoring progress and scoring quality reports when scoring is taking place.
 - Verify that scoring has been completed according to required timeframes.
 - Identify when there is risk to the timeframes, identifying risk mitigation strategies and monitoring their implementation.
3. With respect to the analysis (e.g., generation of scale- and performance-level scores) of scored student responses (machine- and hand-scored responses) scheduled during the spring each year, PARCC, Inc. will:
- Verify that scored student response are sent to the data analysis sub-contractor in required timeframes.
 - Work with the chair of the Research and Psychometrics Working Group to coordinate onsite participation by State staff to validate the results of the analyses.
 - Coordinate input from the PARCC Technical Advisory Committee to provide advice as needed into the analysis process.
 - Verify that the analyses have been completed according to required timeframes.
 - Identify when there is risk to the timeframes.
 - If risk occurs, identify risk mitigation strategies and monitor their implementation.
4. With respect to the transmission of analyzed student files to the PARCC data management and reporting platform at the end of the scoring period, PARCC, Inc. will
- Verify that the files have been sent according to required timeframes.
 - Identify when the timelines are at risk, identify risk mitigations strategies and monitor their implementation.
 - Verify that the files have been properly loaded into the data management system.
 - Identify when there is risk to loading the files.
 - Identify risk mitigation strategies and monitor their implementation.
5. With respect to state validation of scored/analyzed student files scheduled immediately after scored/analyzed student files are loaded into the data management system, PARCC, Inc. will:
- Work with the chair of the Research and Psychometrics Working Group to coordinate state review of scored/analyzed student files.
 - Verify that files have been sent to states for validation according to required timelines.
 - Verify that states have sent verified files back to the data management system according to required timelines.
 - Identify when the timelines are at risk, identify risk mitigation strategies and monitor their implementation.

6. With respect to the generation of administrative and student reports scheduled just prior to the end of the school year in each state, PARCC, Inc. will:
 - Work with the chair of the Research and Psychometrics Working Group to coordinate the process and participation of State staff in validating that administrative and student reports are generated according to requirements (e.g., error-free, follow business rules for aggregations)
 - Work with the chair of the Research and Psychometrics Working Group to coordinate with State staff and the reporting vendor to resolve issues discovered during the validation process.
 - Verify that states have been provided access to final administrative and student reports according to required timelines
 - Identify when the timelines are at risk, identify risk mitigations strategies and monitor their implementation.

In addition to managing the development of PARCC administrative and student reports, PARCC, Inc. will conduct carry out the following services with respect to the development of interpretative guides for those reports:

- Work with the chair of the Research and Psychometrics Working Group to generate the requirements for the interpretive guides that will be developed by the operational assessment vendor.
- Verify that the interpretive guides are completed according to required content specifications and timeline.
- Identify risk in the schedule for completing the guides.
- Identify risk mitigation strategies and monitor their implementation.
- Verify that the interpretive guides are made accessible to states, schools, districts and the public.
- Solicit expert consult and feedback from the Technical Advisory Committee via ad hoc email communications.

4.5.1.4 RA4

RFP Reference RA4, Page 24—Oversee and coordinate data collections and reporting between states and vendors.

The most important data collections between states and the operational assessment vendor were noted in Section 4.5.3 of this proposal (RA3). The successful generation of administrative and student reports begins with the States and the vendor agreeing on the file structure/layout for the administrative and student files that will be uploaded to the vendor's administrative portal at the beginning of the test administration cycle each year. The accurate and timely transmission of those files is essential to the successful implementation of all subsequent steps in the assessment process including test delivery, scoring, analysis, and reporting.

In addition to uploading the administrative and student data files, local test administrators will be requested to complete questionnaires after each test administration as part of the Quality of Assessment Administration Study that will be conducted each year. During the PARCC field tests in spring 2014, states found the

responses to the Test Administrator questionnaires to be useful to initiate discussion about how to revise test coordinator and administrator manuals and training materials for the operational assessments. There are plans to revise the questionnaires for the first operational and subsequent administrations of PARCC.

During the course of the PARCC field test in spring 2014, PARCC, Inc. developed an in-depth understanding of the vendor's administrative portal (PearsonAccess) and played a critical role in coordinating the process and assisting states with issues relating to data uploads. Moreover, PARCC, Inc., was also successful in working with the field test vendor to provide states with early access to test administrator and student questionnaire responses.

Building upon its experience from the field tests, PARCC, Inc. will provide oversight and coordination of data collections and reporting between states and vendors. Specifically, in addition to activities identified in Section 4.5.3 of this proposal (RA3), PARCC, Inc. will:

- Work with the chair of the appropriate PARCC Working Group to facilitate the development of the requirements for the administrative and student data files. (see RA3)
- Provide technical assistance to States with questions about requirements and upload schedule.
- Verify that the files are uploaded according to requirements and timelines (see RA3).
- Coordinate with states and the test administration vendor to get early access to test administrator questionnaire data, if requested.
- Verify student files containing their scores are sent to states for validation according to timelines and that states turn around validated files according to timelines.
- Identify risk, risk mitigation strategies, and monitor the implementation of the strategies for all of the aforementioned activities.

4.5.1.5 RA5

RFP Reference RA5, Page 24—Coordinate psychometric and other studies as defined by the consortium.

Research plays a key role in all phases of assessment development, implementation and validation. As Haladyna (2006) argued, "Without research, a testing program will have difficulty generating sufficient evidence to validate its intended test score interpretations and use...The planning, designing, creating, and administration of any testing program are highly dependent on a body of knowledge that comes from research and experience" (p. 739). With this awareness, PARCC, Inc. will coordinate and oversee vendor execution of psychometric and other studies as defined by the consortium.

Working closely with the Research and Psychometrics Working Group, PARCC, Inc. has played a significant role in coordinating the conceptualization, prioritization, design and implementation of nine research studies conducted under the RTTA-grant funded Item Development and Assessment Administration Contracts, and plans to coordinate the

Score Report Design Study included in the Data Management and Reporting Contract. This work has included facilitation of regular meetings of the Research and Psychometrics Working Group; problem solving with the vendor's research staff; soliciting input relating to proposed research from PARCC Technical Advisory Committee members; providing detailed feedback to vendors on technical papers, proposing research designs, and quality-checking final research reports; and presenting about PARCC's planned and completed research on behalf of the Consortium at national professional conferences, to the U.S. Department of Education, and to the Consortium's higher education partners.

These research studies have and will continue to provide evidence to support claims about student achievement, inform operational decisions about testing policies and scoring and scaling methods, provide feedback on the quality of test administration materials, and inform the comparability of scores from different modes of administration.

In addition to research being conducted under RTTA funded contracts, continued implementation and coordination of rigorous research is a high priority for the Consortium and to that end PARCC, Inc. will coordinate the psychometric and other research studies included in the Operational Assessment contract shown in the table below. Please note that the PARCC, Inc. approach in coordinating the Consortium's *overall* research agenda is described in the Ongoing Research and Validity section of this proposal (RV1).

Specifically, PARCC, Inc. will:

- Work with the chair of the Research and Psychometrics Working Group to prepare agendas for and facilitate meetings between the Working Group and the operational assessment vendors to develop high quality study plans, data collection instruments, and research reports.
- Document, disseminate and archive outcomes of Research and Psychometrics Working Group meetings.
- Solicit input from the PARCC Technical Advisory Committee on research related matters.
- Coordinate the approval of data collection instruments, research study designs and final research reports by the Research and Psychometrics Working Group and, when needed, the State Leads or Governing Board.
- Coordinate the implementation of findings from PARCC's research to make improvements in PARCC.
- Monitor vendor's progress on research studies and verify whether research related deliverables meet requirements and timelines.
- Identify and communicate risks related to research-related deliverables, identify risk mitigation strategies, and monitor the implementation of those strategies.
- Prepare and submit 1-2 proposals annually to national conferences (e.g., NCSA, AERA) on behalf of PARCC about its research; prepare materials for and present accepted proposals.

Table 3. Research Studies Contained in Operational Assessment Contracts

Research Study	Year 1	Year 2	Year 3	Year 4
1. Comparability of Assessment Results*	X			X
2. Test Administration Mode and Device*	X		X	
3. External Validity of Read-Aloud/Text-To-Speech Accommodation*	X			
4. Accessibility of New Items/Functionalities and Use of New Devices*		X	X	
5. International Benchmarking Study*	X			
6. Benchmark study to inform PARCC middle and high school performance standards	X			
7. Postsecondary educators' judgment study to inform cut scores in PARCC high schools assessments	X			
8. Longitudinal study of external validity of PARCC performance standards				X
9. Quality of Test Administration Study*	X	X	X	X

*Studies that are also contained in the PARCC Assessment Administration contract that will be repeated to validate initial research and/or to modify the focus of the study.

References

Haladyna, T.M. (2006). Roles and importance of validity studies. In Downing, S.M., & Haladyna, T.M. (Eds.), *Handbook of Test Development* (pp. 739-755). Mahwah, NJ: LEA.

4.6 Component 6 – Ongoing Research and Validity

Research plays a key role in all phases of assessment development, implementation and validation. Importance of validity research cannot be overstated. According to the Standards for Educational and Psychological Testing (AERA, APA, NCME, 1999), validity is the most fundamental consideration in developing an assessment: "The process of validation involves accumulating evidence to provide a sound scientific basis for the proposed score interpretations (p. 9)." Research activities will also inform decisions around test design, testing policies, and analysis and reporting practices. As Haladyna (2006) argued, planning, designing, creating, and administration of testing programs requires systematic research. With this awareness, PARCC, Inc. will oversee PARCC's ongoing validity research agenda, including coordinating and convening the PARCC Technical Advisory Committee and overseeing the implementation of standard setting in the summer 2015.

4.6.1 ONGOING RESEARCH AND VALIDITY APPROACH

4.6.1.1 RV1

RFP Reference RV1, Page 24—Coordinate and convene TAC and research agenda. Ensure the consortium's requirements are met and that members participate and are supported during standard setting.

PARCC, Inc. will coordinate and convene 3 Technical Advisory Committee (TAC) meetings annually. The TAC advises PARCC as it develops its assessment system in a way that the system will provide reliable results to inform valid inferences. The TAC provides guidance on assessment design, analysis, and reporting, and the research agenda of the consortium. Timely and successful execution of TAC meetings is essential in enabling PARCC to obtain the maximum benefit from TAC meetings with sound technical advice on priority issues.

PARCC, Inc. will build on its experience working the PARCC TAC over the last four years to coordinate and convene three meetings of the TAC annually. Specifically, PARCC, Inc. will

- Facilitate discussion on TAC agenda topics with the Research and Psychometric Working Group
- Draft initial agenda and materials list based on the Research and Psychometric Working Group and TAC member input
- Vet draft agenda with State Leads, the Research and Psychometric Working Group, and other working groups as necessary
- Finalize agenda based on working groups' and the State Lead input,
- Communicate the needed pre-meeting materials (e.g., presentations, technical memoranda) to the vendors, TAC members and others as needed, and monitor their progress in preparing the materials

- Prepare pre-meeting materials (e.g., presentations, technical memoranda) assigned to PARCC, Inc. and collect materials from other parties
- Send final agenda and pre-meeting materials to attendees
- Facilitate the discussions at TAC and take notes
- Provide meeting notes to State Leads and the Research and Psychometric Working Group with action items and key takeaways
- Facilitate discussions among State Leads and Research and Psychometric Working Group in deciding actions needed based on TAC meeting outcomes, communicate decisions to relevant vendors, working groups and other relevant bodies, and track and report whether decisions have been implemented on time.

PARCC, Inc. will also coordinate PARCC's research agenda, including the validity research, by managing PARCC vendors in conducting the studies under various contracts and identifying additional research needs and bringing these to PARCC states' attention. PARCC, Inc. is uniquely qualified to coordinate PARCC's research agenda. During the past four years PARCC, Inc. has collaborated with the Research and Psychometric Working Group and TAC in drafting the scope of work for over 20 research studies, the development of eleven data collection instruments, fifteen study plans, and eight study reports. These included the student and test administrator surveys for the spring 2014 field tests, study plans for seven studies taking place during the spring 2014 field tests, and study reports for nine studies completed as of January 2014. This work also included the development of a comprehensive research agenda that identifies a range of proposed future studies designed to collect evidence to establish the validity of the PARCC assessments.

There are a total of 10 studies called for the PARCC Operational Assessment Contract. PARCC, Inc.'s approach to oversight of the vendor responsible for these studies and support of the consortium in completing them is described in our response to section RA5.

In coordinating PARCC's research agenda, PARCC, Inc. will:

- Facilitate discussions with the working groups including the Research and Psychometric Working Group and State Leads to identify research beyond the studies currently under contract for the partnership's consideration
- Solicit input from the TAC on proposed additional validity studies, and
- Facilitate the development of concept papers for future studies
- Maintain and update PARCC's research agenda as directed by the Consortium

In addition to coordinating the work of the TAC and supporting the Consortium's research agenda, PARCC, Inc. will oversee the standard-setting process to be conducted in the summer 2015. In particular PARCC, Inc. will

- Coordinate the recruitment of standard setting panel members

- Monitor and report on vendors' progress in conducting the studies that will inform standard setting and present results of these studies to the PARCC Research and Psychometric Working Group, State Leads and other stakeholders
- Monitor PARCC vendors' work and document and report whether the vendors meet their contractual obligations related to all standard setting activities outlines on their contracts
- Monitor and identify risks related to the standard setting and develop and propose solutions.

4.6.1.2 RV2

RFP Reference RV2, Page 24—Oversee ongoing test design based upon research and standards.

PARCC, Inc. will oversee ongoing test design based upon research and standards. PARCC will bring outcomes of research findings to the consortium states' attention in a timely manner with focus on implications for test design, analysis and testing policies. PARCC, Inc. will use the Standards for Educational and Psychological Testing (AERA, APA, NCME, 1999) as the guiding resource in making recommendations related to test design.

In the past four years, PARCC, Inc. has supported the Consortium in making decisions regarding test design and development based on research outcomes and recommendations from the PARCC TAC. One recent example is related to the scoring of Narrative Prose Constructed Response tasks (PCR) in ELA/Literacy PBA. Another example relates to the measurement of fluency in mathematics summative assessments. PARCC, Inc. facilitated discussions on these issues between the Mathematics and ELA/Literacy OWG and the Research and Psychometric Working Group Committee. The issues were also brought to the TAC.

In overseeing the ongoing test design for all summative and non-summative assessments based upon research and standards, PARCC, Inc. will:

- Coordinate and facilitate meetings regarding test design with various PARCC working groups, State Leads, and the TAC
- Document and disseminate the outcomes of meetings related to test design
- Oversee the implementation of any changes to PARCC's test design by its vendors
- Facilitate discussions with the Governing Board on decisions around test design, when necessary
- Communicate decisions related to test design to vendors and monitor implementation of these changes.

4.7 Component 7 – Non-Summative Assessment

PARCC, Inc. is uniquely positioned to support the consortium in the development and implementation of the non-summative assessments. Together, the non-summative

assessments play a crucial part in fulfilling PARCC's commitment to the development of a comprehensive assessment *system*. They measure student performance against the Common Core State Standards (CCSS) during the school year to provide data to tailor instruction for individual students and to inform improvements in instruction for all students. Development of the non-summative assessments will be managed under the RTTA grant, so our proposal focuses on supporting states in the transition from development to implementation of these tools.

4.7.1 NON-SUMMATIVE ASSESSMENT

PARCC, Inc. will support consortium states to operationalize all non-summative assessments on time and with high quality results. PARCC, Inc. will:

- Work with the states to implement the Consortium's strategic vision for how the non-summative assessments are implemented.
- Create and facilitate a non-summative working group to provide leadership for of the non-summative components and for procurement/contracting to operationalize each component at the lowest costs possible. (Note, the formation of this working group and its role will depend on decisions made by the consortium about the future governance model – see Section 4.2.1.1.)
- Coordinate the review of items, rubrics, forms, and other deliverables for each component; review teams will draw on local educators with content and assessment expertise, the most likely users of the tools, who will partner with a small number of expert SEA staff to ensure quality.
- Report out against quality criteria, as defined in vendors' contracts and in alignment with the quality guidelines developed per Section 4.1.11, to support states in holding vendors accountable for the delivery of high quality products.
- Monitor contract budgets, identify risk in budget over-runs, identify and monitor the implementation of risk mitigation strategies as needed, including assessing and collecting liquidated damages as needed.

4.7.1.1 NSA 1

RFP Reference NSA 1, Page 25—Support the consortium's development and implementation of a strategic vision for non-summative assessment.

PARCC, Inc. will support the consortium's development and implementation of a strategic vision for non-summative assessment. State and PARCC, Inc. staff have worked together to create vendor requirements for developing non-summative assessment tools that align to a preliminary strategic vision in which:

- Across all grades, K-12, students and educators will have access to high quality non-summative assessments and tools that will provide real-time, instructionally actionable data on student learning across the school year.
- These tools, which include the K-1 Formative Tasks in grades K-1, Diagnostic Assessments in grades 2-8, Mid-Year Assessment modules or forms for grades 3-

11, and Speaking and Listening Assessments in grades 3-12, are customized to provide the kinds of information educators are seeking at specific points in the school year. For example, the Diagnostic Assessments are designed to be administered at any time – beginning with the first day of school and through the remainder of the year.

- The administration of these tools will be locally determined. (See section 4.7.1.2 for more information.)
- To support local implementation approaches, PARCC, Inc. and the states have collaborated in the development of Assessment Professional Development Modules, which also act as professional learning tools to support further development of educators' assessment literacy.

To develop and implement the strategic vision through refinement of this preliminary vision, PARCC, Inc. will work with States to:

- Pending decisions by the Consortium's future governance model, work with the working group chair to come up with strategic questions, and to develop recommendations for those answers to share with broader state leadership. Both the questions and answers will be informed by the work that the states and PARCC, Inc. have already done together, including administration options, medium-term development decisions, and continuing discussion of platform choices for the non-summative components. An initial list of questions includes the following:
 - What is the best operational procurement approach for each, and across the non-summative components?
 - What is the most sustainable state leadership model for each, and across the components?
 - What is the optimal administration platform for each component, and how will it be tested to ensure immediate success?
 - What is the total cost of ownership, and how can PARCC drive the costs as low as possible without sacrificing overall quality?

With Governing Board approval, the answers to these and other questions will inform the development and implementation of the non-summative operational components, state engagement, and communications strategies.

Given its deep knowledge of the scopes of work, contracts, and state dispositions toward the non-summative components, PARCC, Inc. can offer an efficient process to support the consortium's development and implementation of a strategic vision for non-summative assessment.

4.7.1.2 NSA 2

RFP Reference NSA 2, Page 25—Support consortium development and review of contract amendments and/or RFPs to implement the operational non-summative assessments.

PARCC, Inc. will support the consortium's development and review of contract amendments and/or RFPs to implement the operational non-summative assessments by continuing to collaborate with state representatives.

Beginning this summer, PARCC, Inc. will work with state leads and the non-summative working group on content and procurement processes to finalize a procurement vehicle to operationalize all non-summative components, as needed. PARCC, Inc. will support states in drafting procurement documents, work with state(s) to shepherd the procurement vehicle through the proper agency(ies), facilitate source selection committees, and support the procurement agency(ies) in contract finalization.

4.7.1.3 NSA 3

RFP Reference NSA 3, Page 25—Program and quality management of vendors responsible for the design, development and implementation of this component; communications with state fiscal leads related to acceptance, payments and any liquidated damages or other fiscal consequence related to services and deliverables.

Under the RTTA grant, PARCC, Inc. will provide program and quality management of vendors responsible for the design and development of the non-summative assessments. Here, PARCC, Inc. is proposing to support states in their implementation, starting in year 2 of this contract, through communications with state fiscal liaisons related to acceptance, payments and any liquidated damages or other fiscal consequences related to services and deliverables.

PARCC, Inc. fully understands the scopes of work, standards of quality, timelines, and deliverables associated with each of the non-summative components, as it partnered with states in their development. PARCC, Inc. will draw on its experience managing the summative assessments vendors for program and quality, which led to high quality items and forms, as measured by increasing acceptance rates and final quality assurance reviews of forms.

PARCC, Inc. will continue to implement quality assurance processes and provide access to subject matter experts in order to complete the non-summative components with similarly high quality. Quality assurance for items includes reviewing items so that they are aligned to specifications, free of bias and errors and are accessible, as well as seeing to it that graphics/stimuli are clear, accurate, and appropriate for the task and the grade. PARCC, Inc. will support vendor delivery of assessments that meet specifications and expectations for quality by overseeing a system that allows for iterative reviews of items, forms, rubrics, including User Acceptance Testing and proof-of-concept testing. As it has in the past, PARCC, Inc. will hold vendors accountable for meeting requirements, on time, and with high quality.

If cases arise where vendors do not meet specifications, PARCC, Inc. will work with states to identify and assess liquidated damages where appropriate.

4.7.1.4 NSA 4

RFP Reference NSA 4, Page 25—State engagement activities in support of this component.

PARCC, Inc. will engage states in support of this component, through mechanisms determined under the new governance structure (Section 4.2.1.1). State engagement requires simultaneous efforts on multiple fronts to ensure quality delivery, awareness and preparedness for implementation. Critical to the success of this work is the history that states have in building working norms, routines, and relationships with PARCC, Inc.

For each non-summative assessment component, PARCC, Inc. will:

- Facilitate meetings for planning, review and management across the non-summative components to reach consensus, problem solve, ensure quality, and inform state leads of progress, risks, and risk mitigation strategies. (See section 4.2 for more detailed information on PARCC, Inc.'s approach to planning and facilitating project meetings.)
- Identify what decisions need to be made and when, and structure conversations to support objectives.
- Track decisions and draft support materials (e.g., PowerPoint presentations) to support quality assurance, consensus building and decision-making.
- Communicate with PARCC state leaders (Governing Board, Executive Committee State Leads, working groups, TAC members and others) regarding risks, new issues and the status of previously identified risks.
- Communicate with external audiences on key areas of progress through the communications mechanisms identified in section 4.2 of this proposal