

STATE OF NEW MEXICO

**PUBLIC EDUCATION DEPARTMENT
PROFESSIONAL SERVICES CONTRACT #10-924-P527-0079 Amend. 5**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Public Education Department**, hereinafter referred to as the "Agency," and **Measured Progress Inc.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration ("DFA").

IT IS AGREED BETWEEN THE PARTIES:

Section 1, Scope of Work, is hereby amended to read as follows:

1. Scope of Work.

The Contractor shall provide the following services set forth in Attachment 6-A, in addition to those specified in Attachment 5-A of Contract Amendment 4, Attachment 4-A of Contract Amendment 3, Attachment 3-A of Contract Amendment 2, Attachment 2-A of Contract Amendment 1 and the original Contract. Attachment 6-A is attached hereto and made part of this amendment and hereinafter designated as "the Project."

2. Compensation.

A. Under this agreement, Agency shall pay to the Contractor in full payment for services satisfactorily rendered a decreased compensation of **\$4,500.00**, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Amendment totaling **\$0.00** shall be paid by the Agency to the Contractor. **The total amount of monies payable to the Contractor under this Amendment, including gross receipts tax and expenses, shall not exceed \$13,960,689.00, pursuant to the Budget Schedule in Attachment 6-B and 6-C.**

The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Attachment 6-A compensation to equal and not to exceed **\$3,718,825.00** in FY 2011. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY 2011 totaling **\$0.00** shall be paid by the Agency to the Contractor. **The total amount of monies payable to the Contractor in FY 2011 under this Agreement, including gross receipts tax and expenses, shall not exceed \$3,718,825.00, pursuant to the Budget Schedule in Attachment 6-B and 6-C.**

The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Attachment 6-A compensation to equal and not to exceed **\$3,473,895.00** in FY 2012. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY 2012 totaling **\$0.00** shall be paid by the Agency to the Contractor. **The total amount of monies payable to the Contractor in FY 2012**

under this Agreement, including gross receipts tax and expenses, shall not exceed \$3,473,895.00, pursuant to the Budget Schedule in Attachment 6-B and 6-C.

The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Attachment 6-A compensation to equal and not to exceed **\$3,417,772.00** in FY 2013. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY 2011 totaling \$0.00 shall be paid by the Agency to the Contractor. **The total amount of monies payable to the Contractor in FY 2013 under this Agreement, including gross receipts tax and expenses, shall not exceed \$3,417,772.00, pursuant to the Budget Schedule in Attachment 6-B and 6-C.**

Under Contract # 10-924-P527-0079 and all Amendments to said Contract, the total amount of the monies payable to the Contractor, including gross receipts tax and expenses, shall not exceed **\$13,960.689.00.**

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This Agreement shall terminate on June 30, 2013 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau below.

By: Hanna Skandera
Hanna Skandera, Designate
Secretary of Education

Date: 5-17-11

By: [Signature]
General Counsel's Office
Public Education Department

Date: 5/13/11

By: [Signature]
CEO and Treasurer
Martin Borg
President,
Measured Progress, Inc.

Date: _____

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

ID Number: 02-478211-00-4

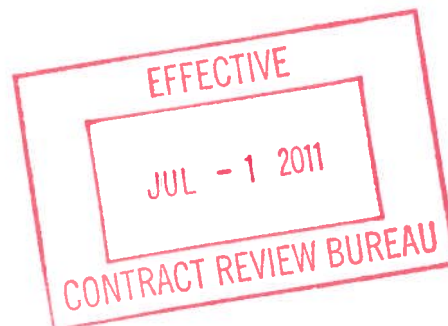
By: Julie Rocio
Taxation and Revenue Department

Date: 5/11/11

This Agreement has been approved by the DFA Contracts Review Bureau:

By: Barbara
DFA Contracts Review Bureau

Date: 7/25/11



Attachment "6-A"
Scope of Work

- (1) Advance SBA Standard Setting in Grades 3 – 8 and 11.** The Contractor shall advance by five months the standard setting procedures scheduled for completion by August 30, 2011, in Section 1 in the Scope of Work of Contract Amendment 3. The administration of a modified SBA in Reading, Writing, and Mathematics in grades 3-8 and 11, Science in grades 4, 7 and 11, and Social Studies in grade 11 shall occur in spring 2011. The grade 11 SBA/High School Graduation Assessment shall also be implemented in spring 2011. The schedule for standard setting shall be advanced in order to meet federal requirements for Agency reporting of AYP 14 days prior to the opening of New Mexico schools in the 2011-2012 school year. The contractor shall conduct standard setting meetings for the modified SBA and SBA/HSGA no later than March 30, 2011. That portion of standard setting costs specified in the Budget Schedule of Contract Amendment 3 (Attachment 4-B, items m and n) shall be reapportioned as specified in the Budget Schedule of this Agreement (Attachment 6-B, items m and n). Specifically, \$332,048 of item m shall be transferred from FY 2012 to March 30, 2011, in FY 2011. Also, \$40,251 of item n shall be transferred from FY 2012 to March 30, 2011, in FY 2011.
- (2) Produce SBA/HSGA Test Booklets in Greyscale Format.** The Contractor shall produce SBA and SBA/HSGA test booklets using a one-ink grayscale format. Test booklets shall have a two-color cover, while the contents shall display text in black and shall display all graphics using one-ink grayscale. This modification represents a reduction in the scope of work specified in Section 1 b (i) of the original contract.
- a) The Contractor shall implement the SBA/HSGA one-ink grayscale format beginning with the spring 2012 test administration.
 - b) For replacing a four color format with grayscale format, the Contractor shall reduce the per test booklet cost invoiced to school districts and schools by \$1.20 for grades 3 through 8 and \$2.00 for grade 11 in Fiscal Years 2012 and 2013. This is no cost to the PED for this modification.
- (3) Modify New Mexico High School Competency Exam Score Reports.** The Contractor shall discontinue production and distribution of certain NMHSCE score deliverables, as specified below.
- a) The Contractor shall discontinue production and distribution of the NMHSCE Student Roster Report beginning with the winter 2011 test administration. This represents a reduction in the scope of work specified in Section 14 of Contract Amendment 1.
 - b) The Contractor shall discontinue production and distribution of the NMHSCE Administrative Summary Report beginning with the winter 2011 test

administration. This represents a reduction in the scope of work specified in Section 16 of Contract Amendment 1.

- c) The Contractor shall deliver two hard copies of the NMHSCE Student Report for each student tested in the school districts, charter schools, State educational institutions, and U.S. Bureau of Indian Education schools. One copy is intended for the students' parents and the other copy for the school. This represents a reduction in the scope of work specified in Section 17 of Contract Amendment 1.
- d) The Contractor shall discontinue production and distribution of the NMHSCE Summary Data File beginning with the winter 2011 test administration. This represents a reduction in the scope of work specified in Section 23 of Contract Amendment 1.
- e) For reducing the distribution of paper copy reports, the Contractor shall reduce the per test booklet cost invoiced to school districts and schools by \$0.05 in Fiscal Years 2012 and 2013. There is no change in PED costs for these modifications.

(4) Modify SBA and SBA/High School Graduation Assessment Score Reports. The Contractor shall modify the production and distribution of certain SBA score deliverables, as specified below:

- a) The Contractor shall deliver the following printed paper reports to public and BIE districts, district charter schools, state chartered charter schools, and state-supported schools participating in the SBA:
 - i) SBA Student Results Labels, one label per student
 - ii) SBA Student Report for Parents, two copies per student with one intended for school use and one for distribution to parents
- b) The Contractor shall provide the PDF reports listed below via the secure online reporting system to public school districts, charter schools, state chartered charter schools, and state-supported schools participating in the SBA. The Agency shall have access to all results for non-BIE schools and districts. The BIE central office shall have access to all results for BIE schools and line offices. Public school districts shall have access for all subordinate schools, including district charter schools. BIE line offices will have access to results for all subordinate schools.
 - i) SBA Student Report for Parents (student level report, stored on school site) – STC and DTC access
 - ii) SBA Student Report for Teachers (student level report, stored on school site) – STC and DTC access
 - iii) SBA Student Roster (student level report, stored on school site) – STC and DTC access
 - iv) Interpretation Guide to SBA Reports for Schools and Districts – STC and DTC access
 - v) SBA Performance by Subgroup Category Confidential version (school level report) – STC and DTC access

- vi) SBA Performance by Subgroup Category Non-Confidential version (school level report) – STC and DTC access
 - vii) SBA Performance by Subgroup Category Confidential version (district level report) – STC and DTC access
 - viii) SBA Performance by Subgroup Category Non-Confidential version (district level report) – STC and DTC access
 - ix) SBA Performance by Subgroup Category Confidential version (state level report) – PED access only
 - x) SBA Performance by Subgroup Category Non-Confidential version (state level report) – PED access only
 - xi) SBA District Summary Roster (district level report) DTC access
 - xii) SBA District Report of Schools (district level report) DTC access
 - xiii) SBA State Report of Districts (state level report) PED access only
 - xiv) SBA Item Plot Report (school level report) – STC and DTC access
 - xv) SBA Item Plot Report (district level report) – STC and DTC access
 - xvi) SBA Item Plot Report (state level report) – PED access only
- c) The Contractor shall provide the following CSV or Excel report data files via the online reporting system:
- i) SBA Student Roster Export to Excel file (school level file) – STC and DTC access
 - ii) SBA Student Results File in SOAP layout (school level file) – STC and DTC access
 - iii) SBA Student Results File in SOAP layout (district level file) – DTC access
 - iv) SBA Student Results File in SOAP layout (state level file) – PED access only
- d) The Content Area Summary Report shall be eliminated. This represents a reduction in the scope of work specified in Section 2b of the original contract.
- e) The Contractor shall deliver the SBA Student Test Data to the Agency using a secure digital information transfer protocol no later than 5:PM MT June 24, 2011.
- f) The contract shall incorporate the content of the Interpretive Guide to SBA Student Report for Parents in the SBA Student Report for Parents. This represents a modification of the scope of work specified in Section 2b of the original contract.
- g) For reducing the distribution of SBA paper copy and PDF reports, the contractor shall reduce the per test booklet cost invoiced to school districts and schools by \$0.05 for grades 3 through 8 and \$0.05 for grade 11 in Fiscal Years 2012 and 2013. There is no change in PED costs for these modifications.

(5) Invoicing School Districts and Schools for SBA in Grades 3 through 8 and 11 Deliverables. The Contractor shall adjust SBA and SBA/HSGA school district and school costs to produce test booklets in one-ink grayscale format, modifying SBA and SBA/HSGA score reports, and implementing online reporting of SBA and SBA/HSGA test score results.

- a) The Contractor shall directly invoice the school districts, charter schools, State educational institutions, and U.S. Bureau of Indian Education schools in an amount not to exceed \$32.95 for each grade 3 through 8 SBA booklet actually ordered in school year 2010-2011; in an amount not to exceed \$37.90 for each grade 3 through 8 SBA booklet actually ordered in school year 2011-2012; in an amount not to exceed \$38.50 for each grade 3 through 8 SBA booklet actually ordered in school year 2012-2013; schools in an amount not to exceed \$54.24 for each grade 11 SBA booklet actually ordered in school year 2010-2011; in an amount not to exceed \$76.43 for each grade 11 SBA booklet actually ordered in school year 2011-2012; in an amount not to exceed \$76.43 for each grade 11 SBA booklet actually ordered in school year 2012-2013.

(6) Online Reporting of SBA, SBA/HSGA, and NMHSCE Test Score Results. The Contractor shall implement a password-protected, web-based reporting system that includes functionality for static reporting of SBA, SBA/HSGA, and NMHSCE test score results, beginning with the administration of the SBA in spring 2011. The online reporting system shall consist of static PDF reports and student results data files that New Mexico schools and districts currently receive or as described in this Amendment. Student Reports for Parents and Student Results Labels shall continue to be printed and shipped to districts. The Student Report for Parents shall also be provided online in PDF format.

- a) The Contractor shall incur additional expenses for the development and implementation of the Online Reporting System that shall offset costs associated with reducing the distribution of SBA and SBA/HSGA hard copy reports. Therefore, the net impact to school districts shall be no change in the per test booklet cost invoiced to school districts and schools for grades 3 through 8 and 11 in Fiscal Years 2011, 2012 and 2013. There also is no change in PED costs for these modifications.

(7) Discontinue Audio/Video Recordings of Professional Development Events for the SBA/HSGA. The Contractor shall no longer produce audio/video recordings on CD/DVD of professional development events, including the SBA/HSGA Scoring Conference, as specified in section 2 (e) i of the original contract; the SBA/HSGA Post Test Workshop, as specified in section 2 (e) ii of the original contract; and Pre Test Workshop, as specified in section 2 (e) iii of the original contract. These changes represent a reduction in the scope of work of the original contract. For discontinuing audio/video recordings on CD/DVD, the Contractor shall reduce the cost invoiced to the Agency of the grade 3-8 Scoring Conference by \$450.00 in Fiscal Years 2011, 2012 and 2013; grade 11 Scoring Conference by \$50.00 in Fiscal Years 2011, 2012 and 2013; grade 3-8 SBA/HSGA Post Test Workshop by \$450.00 in Fiscal Years 2011, 2012 and 2013; grade 11 SBA/HSGA Post Test Workshop by \$50.00 in Fiscal Years 2011, 2012 and 2013; grade 3-8 SBA/HSGA Pre Test Workshop by \$450.00 in Fiscal Years 2011, 2012 and 2013; grade 11 SBA/HSGA Pre Test Workshop by 50.00 in Fiscal Years 2011, 2012 and 2013.

(8) Invoicing School Districts and Schools for NMHSCE Deliverables. The Contractor shall adjust NMHSCE school district and school costs for modifying NMHSCE score reports.

- a) The Contractor shall directly invoice the school districts, charter schools, State educational institutions, and U.S. Bureau of Indian Education schools in an amount not to exceed \$43.70 for each NMHSCE booklet actually ordered in winter 2011; in an amount not to exceed \$45.01 for NMSHCE booklet actually ordered in school year 2011-2012; in an amount not to exceed \$46.90 for each NMHSCE booklet actually ordered in school year 2012-2013.

Attachment "6-B"

Budget Schedule

Deliverable	Completion	Price (Including GRT)
m. Advance SBA - 3/8 Standard Setting Meetings	6/30/2011	
DELIVERABLE TO PED		\$368,943.00
n. Advance SBA - 11 Standard Setting Meetings	6/30/2011	
DELIVERABLE TO PED		\$44,724.00
u. Grade 3-8 SBA/HSGA Post Test Workshop without Video Recording	10/14/2010	
DELIVERABLE TO PED		(\$450.00)
v. Grade 11 SBA/HSGA Post Test Workshop without Video Recording	10/14/2010	
DELIVERABLE TO PED		(\$50.00)
w. Grade 3-8 Scoring Conference without Video Recording	11/03/2010	
DELIVERABLE TO PED		(\$450.00)
x. Grade 11 Scoring Conference without Video Recording	11/03/2010	
DELIVERABLE TO PED		(\$50.00)
bb. Grade 3-8 SBA/HSGA Pre Test Workshop without Video Recording	2/03/2011	
DELIVERABLE TO PED		(\$450.00)
cc. Grade 11 SBA/HSGA Pre Test Workshop without Video Recording	2/03/2011	
DELIVERABLE TO PED		(\$50.00)
<u>TOTAL ADJUSTMENT FOR FY 2011</u>		<u>\$412,167.00</u>

m. Advance SBA - 3/8 Standard Setting Meetings	3/30/2011	
DELIVERABLE TO PED		\$(368,943.00)
n. Advance SBA - 11 Standard Setting Meetings	3/30/2011	
DELIVERABLE TO PED		\$(44,724.00)
oo. Grade 3-8 SBA/HSGA Post Test Workshop without Video Recording	10/13/2011	
DELIVERABLE TO PED		(\$450.00)
pp. Grade 11 SBA/HSGA Post Test Workshop without Video Recording	10/13/2011	
DELIVERABLE TO PED		(\$50.00)
qq. Grade 3-8 Scoring Conference without Video Recording	11/08/2011	
DELIVERABLE TO PED		(\$450.00)
rr. Grade 11 Scoring Conference without Video Recording	11/08/2011	
DELIVERABLE TO PED		(\$50.00)
uu. Grade 3-8 SBA/HSGA Pre Test Workshop without Video Recording	2/03/2012	
DELIVERABLE TO PED		(\$450.00)
vv. Grade 11 SBA/HSGA Pre Test Workshop without Video Recording	2/03/2012	
DELIVERABLE TO PED		(\$50.00)
<u>TOTAL ADJUSTMENT FOR FY 2012</u>		<u>\$(415,167.00)</u>
hhh. Grade 3-8 SBA/HSGA Post Test Workshop without Video Recording	10/12/2012	
DELIVERABLE TO PED		(\$450.00)
iii. Grade 11 SBA/HSGA Post Test Workshop without Video Recording	10/12/2012	
DELIVERABLE TO PED		(\$50.00)
jjj. Grade 3-8 Scoring Conference without Video Recording	11/07/2012	
DELIVERABLE TO PED		(\$450.00)

kkk. Grade 11 Scoring Conference without Video Recording	11/07/2012	
DELIVERABLE TO PED		(\$50.00)
nnn. Grade 3-8 SBA/HSGA Pre Test Workshop without Video Recording	2/02/2013	
DELIVERABLE TO PED		(\$450.00)
ooo. Grade 11 SBA/HSGA Pre Test Workshop without Video Recording	2/02/2013	
DELIVERABLE TO PED		(\$50.00)
<u>TOTAL ADJUSTMENT FOR FY 2013</u>		<u>\$(1,500.00)</u>

ATTACHMENT 6-C

Compensation from Original Contract, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No.4 and Amendment No.5 by Fiscal Year

Original Contract	FY 2010	FY 2011	FY 2012	FY 2013	Row Total
	Costs, Including GRT	Costs, Including GRT	Costs, Including GRT	Costs, Including GRT	Costs, Including GRT
Total Expenditures Development of NMHSCE Anchor Papers and NMHSCE Analysis in Technical Report (Effective Date: 9/4/2009)	\$ 3,827,025.00	\$ 3,442,858.00	\$ 3,693,135.00	\$ 3,641,880.00	\$ 14,604,898.00

Amendment No. 1

Total Expenditures Development & Implementation of NMHSCE (Effective Date: 10/1/2009)	\$ 7,845.00	\$ 28,622.00	\$ 15,725.00	\$ 13,086.00	\$ 65,278.00
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Amendment No. 2 Reduction of Costs in Original Contract

Removal of SBA & SBA/HSGA Mark & Erasure Analysis, 2% Readbehind, and Reusable Booklets (Effective Date: 1/13/2010)	\$ (71,006.00)	\$ (65,860.00)	\$ (70,163.00)	\$ (70,759.00)	\$ (277,788.00)
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Amendment No. 3 Adjustment of Costs in Original Contract

	FY 2010	FY 2011	FY 2012	FY 2013	Row Total
Delay of SBA Standard Setting Meetings with cost savings in FY11	\$ (413,667.00)	\$ -	\$ 413,667.00	\$ -	\$ -
Total Expenditures NMHSCE Data Re-run	\$ -	\$ 27,388.00	\$ -	\$ -	\$ 27,388.00
Reduction in Develop of SBA in Reading, Mathematics & Writing in Gr. 3-8 and 11; Science Gr. 4, 7 & 11; and Social Studies Gr. 11	\$ -	\$ (161,685.00)	\$ (163,302.00)	\$ (164,935.00)	\$ (489,922.00)

Amendment No. 4 Adjustment of Costs in Original Contract

	FY 2010	FY 2011	FY 2012	FY 2013	Row Total
Facilitate Content Area Performance Level Descriptor Committees for SBA/HSGA; Produce Grade 11 SBA /HS Graduation Assessment Ordered Item Booklets; Destroy Confidential Test Materials and PLD Meeting.	\$ -	\$ 35,335.00	\$ -	\$ -	\$ 35,335.00

Amendment No. 5 Adjustment of Costs in original Contract

	FY 2010	FY 2011	FY 2012	FY 2013	Row Total

Advance SBA 3-8 Standard Setting Meetings	\$ -	\$ 332,048.00	\$ (332,048.00)	\$ -	\$ -
Advance SBA 11 Standard Setting Meetings	\$ -	\$ 40,251.00	\$ (40,251.00)	\$ -	\$ -
Advance SBA 3-8 Standard Setting Meetings (Vertical Moderation Review)	\$ -	\$ 36,895.00	\$ (36,895.00)	\$ -	\$ -
Advance SBA 11 Standard Setting Meetings (Vertical Moderation Review)	\$ -	\$ 4,473.00	\$ (4,473.00)	\$ -	\$ -
Grade 3-8 SBA/HSGA Post Test Workshop w/o Video Recording	\$ -	\$ (450.00)	\$ (450.00)	\$ (450.00)	\$ (1,350.00)
Grade 11 SBA/HSGA Post Test Workshop w/o Video Recording	\$ -	\$ (50.00)	\$ (50.00)	\$ (50.00)	\$ (150.00)
Grade 3-8 Scoring Conference w/o Video Recording	\$ -	\$ (450.00)	\$ (450.00)	\$ (450.00)	\$ (1,350.00)
Grade 11 Scoring Conference w/o Video Recording	\$ -	\$ (50.00)	\$ (50.00)	\$ (50.00)	\$ (150.00)
Grade 3-8 SBA/HSGA Pre-Test Workshop w/o Video Recording.	\$ -	\$ (450.00)	\$ (450.00)	\$ (450.00)	\$ (1,350.00)
Grade 11 SBA/HSGA Pre-Test Workshop w/o Video Recording	\$ -	\$ (50.00)	\$ (50.00)	\$ (50.00)	\$ (150.00)
GRAND TOTAL	\$3,350,197.00	\$3,718,825.00	\$3,473,895.00	\$3,417,772.00	\$13,960,689.00