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**CONTRACTUAL AGREEMENT**

**Between**

**THE ILLINOIS STATE BOARD OF EDUCATION**

**And**

**NCS PEARSON Inc.**

This Contractual Agreement (this "Agreement") is entered into by and between the Illinois State Board of Education ("ISBE") and NCS Pearson, Inc. (the "Contractor") (collectively, the "Parties", and each, a "Party") under the authority of the Illinois Procurement Code, 30 ILCS 500 *et seq.* and the Illinois Governmental Joint Purchasing Act, 30 ILCS 525. In consideration of the mutual covenants herewith contained and for other good and valuable consideration, the Parties hereby agree as follows:

**1. PURPOSE AND STATEMENT OF WORK.**

a) General Requirements. The Contractor shall perform all terms, conditions and provisions contained in Exhibit A attached hereto (collectively, the "Services"). The Contractor shall perform the Services (i) with a high degree of skill, care and diligence, (ii) in accordance with the highest professional standards, and (iii) in accordance with the schedule of deliverables/activities set forth in Exhibit E. The Contractor shall provide all personnel, materials and equipment necessary to undertake the Services and to fulfill the purposes of this Agreement. The Contractor will use personnel suitably qualified and experienced to perform the Services in accordance with the requirements of this Agreement. The Contractor shall be an independent contractor. Neither the Contractor nor its personnel or subcontractors shall be considered agents or employees of ISBE or the State. The Contractor shall cooperate with and assist ISBE and its agents and representatives at all times during the Term so as to complete the Services in an efficient, timely and economical manner.

b) Reporting. During the Term, as defined in Paragraph 2, the Contractor will provide all reports identified in Exhibits A, C, F, and elsewhere in this Agreement.

2. **TERM.** This Agreement shall become effective on the date of execution by both Parties and shall, subject to any earlier termination as provided herein, terminate on June 30, 2018 (the "Term").

**3. PAYMENT, EXPENSES AND BILLING.**

a) Contract amount. For the due, proper and complete performance of Services performed in accordance with this Agreement, ISBE shall compensate the Contractor the following maximum amounts for each fiscal year of the Agreement, as further described and set forth in the Compensation Agreement attached hereto as Exhibit B ("Compensation Agreement"):

Fiscal Year 2015: \$34,104,400  
Fiscal Year 2016: \$42,133,186

Fiscal Year 2017: \$42,133,186  
Fiscal Year 2018: \$42,133,186

The maximum amount payable under this Agreement (including travel and expenses) is \$160,503,958. ISBE agrees to pay the Annual State Total Contract value as set forth in Exhibit B for services divided across equal monthly amounts based upon the number of months remaining in year 1 after execution of the Agreement and thereafter in 12 equal monthly amounts as set forth in Exhibit D.

b) Invoices. The Contractor shall submit invoices for payment in accordance with the Compensation Agreement set forth in Exhibit B and the payment schedule set forth in Exhibit D. Contractor shall submit a claim in accordance with the payment schedule set forth in Exhibit D. During each year of the Term, the Contractor must submit a claim by July 15, which shall be in lieu of any other claim Contractor might submit during July. Said July claim shall be for all Services performed or costs incurred during June of that year or Services performed prior to June of that year and not previously claimed, and any sums owing to Contractor for Services performed or costs incurred during the preceding fiscal year or in prior fiscal years not claimed by Contractor in its July claim shall not thereafter be claimable. In 2018, the Contractor must submit a final claim by July 15, which shall be in lieu of any other claim Contractor might submit during July. Said July claim shall be for all Services performed or costs incurred during June 2018 or Services performed prior to June 2018 and not previously claimed, and any sums owing to Contractor for Services performed or costs incurred at any time during the Term shall not thereafter be claimable. Each invoice shall be accompanied by a general description of the services and the applicable billing month for which payment is rendered.

Billings shall be submitted to the contact person and address listed in Paragraph 21(a). If ISBE, in good faith, deems any deliverable or any Services required of the Contractor to not meet the requirements of this Agreement, it may withhold payment billed by the Contractor until such insufficiency is corrected.

c) Amendments to Compensation Agreement and Final Payment. Exhibit B, the Compensation Agreement, may be amended in writing by the Parties to show the new amounts required and attaching an explanation for the changes. The Contractor must submit Compensation Agreement amendments for ISBE's approval whenever the price changes by more than \$500 or 10%, whichever is larger. ISBE will approve Compensation Agreement amendments if the proposed distribution of resources or activities would have been approvable within the original Agreement. The maximum amount payable under this Agreement may not be increased without an amendment to the Agreement. Funds granted for the operation of this Agreement must be used exclusively for the Services and must be expended in accordance with the Compensation Agreement and the other terms and provisions of the Agreement. Funds may be expended only for activities occurring during the Term.

d) Reconciliations of Costs. Costs shall be reconciled as set forth in Exhibit B Section 23 and at least twice during the course of each fiscal year (July 1-June 30). The Contractor shall submit, in a Microsoft Excel spreadsheet, a reconciliation of costs by budgeted item, within two weeks after ISBE submits its final student data upload file for the Spring Administration each year and within two weeks after ISBE test materials are received and scanned for the Performance Based Assessment (PBA) administration each year. ISBE will review the spreadsheet for accuracy, verify volumes, and confer on value with the Contractor. These mid-year reconciliations do not replace the annual reconciliation process. Upon request of ISBE, Contractor shall provide

additional reconciliations of costs in the manner set forth in this Paragraph within 30 days after a written request by ISBE.

#### **4. RIGHTS TO WORK PRODUCT.**

a) Proprietorship. As a PARCC Consortium state in good standing, ISBE is contracting with and paying Contractor for this Scope of Work. Consequently, except as set forth in Section 4(b), Ownership of Deliverables, all tangible property and equipment, intellectual property, work product and Deliverables, including finished or unfinished documents, studies, and reports prepared or acquired by the Contractor will be owned and managed pursuant to the arrangements established by the PARCC Consortium Governing Board.

b) Ownership of Deliverables. Contractor retains all rights to software and technological systems used by Contractor in performing services under this Agreement. Regardless of any language herein to the contrary, Contractor retains all rights to software and technological systems and is not required to deliver any trademarks, trade secrets, know-how (patentable or otherwise) whether or not pre-existing this agreement or originating as a result of the services provided under this Agreement. 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 shall own all its specific data; student responses; student response data; score files; and student, school, district and state 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, 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 PARCC Consortium States that have contracted for the Statement of Work without the express written authorization of the Executive Committee or Governing Board.

#### **5. CONFIDENTIAL INFORMATION**

a) Acknowledgment of Confidentiality. Each Party hereby acknowledges that it may be exposed to confidential and proprietary information of the other party including, without limitation, other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient, (ii) information in the public domain through no wrongful act of the

recipient, or (iii) information received by the recipient from a third party who was free to disclose it.

b) Covenant Not to Disclose. With respect to the other Party's Confidential Information, the recipient hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose such Confidential Information to any third party without the other Party's prior written approval; provided, that all such recipients shall have first executed a confidentiality agreement in a form acceptable to the owner of such information. Neither Party nor any recipient may alter or remove from any software or associated documentation owned or provided by the other Party any proprietary, copyright, trademark or trade secret legend. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.

c) Student Records. Contractor will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.), regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of information contained in student education records to be released must be approved by ISBE. To protect the confidentiality of student education records, Contractor will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement. These records must be destroyed or returned to ISBE upon termination or expiration of this Agreement.

d) Oversight Contractor. Notwithstanding any other provision in this Agreement, including Paragraph 5 (b), ISBE may disclose and Contractor agrees to disclose to ISBE's Oversight Contractor such Confidential Information as ISBE's Oversight Contractor may determine is necessary to conduct on-site inspections as well as a continuing audit and evaluation of the Services Contractor, and any subcontractor, is obligated to provide under this Agreement. The Oversight Contractor shall first execute a confidentiality agreement with the Contractor allowing for disclosure to ISBE, in a form acceptable to the Contractor.

## **6. CORRECTION OF DEFICIENT SERVICES.**

a) Contractor Correction of Deficient Services. Prior to the expiration of the term of this Agreement, the Contractor shall, at its earliest opportunity and its sole cost and expense, correct any Services which are defective or deficient or otherwise contain or reflect errors or omissions as required by the PARCC Governing Board or the PARCC, Inc. Partnership Manager. For one calendar year following the Term, a Custom Work Product created by the Contractor will function substantially in accordance with the representations and requirements set forth in this Agreement. However, no warranty of the fitness of the product created shall apply if the ISBE or any third party makes any addition or modification to the Custom Work Product in a manner not contemplated by the Parties in connection with such Custom Work Product.

b) ISBE Correction of Deficient Services. If the Contractor defaults under this Agreement or neglects to carry out the Services in accordance with this Agreement, and fails within a seven (7) day period after receipt of written notice from ISBE to commence and continue correction of such default or neglect with diligence and promptness, ISBE may, without prejudice to any other rights or remedies ISBE may have, and with or without terminating this Agreement, correct such deficiencies and deduct an amount equal to the expenditures incurred by ISBE in so doing from amounts due or to become due to the Contractor. If the payments then or thereafter due to the

Contractor are not sufficient to cover the amount of the deduction, the Contractor shall pay the difference to ISBE on demand.

## 7. **DEFAULT AND TERMINATION**

a) Termination for Convenience. ISBE may terminate this Agreement upon thirty (30) days written notice to the Contractor. Such notice shall be sent to the address set forth in Paragraph 21(a) by over-night delivery or certified mail, return receipt requested. In the event of such notice of termination from ISBE to the Contractor, the Contractor shall have the right to perform all Services scheduled to be performed during the period covered by such notice and to be fully and fairly compensated therefore.

b) Termination of New Mexico Price Agreement. In the event the Price Agreement between NCS Pearson, Inc. and that state of New Mexico is terminated, the Scope of Work contained herein may be immediately terminated. If such termination occurs, Contractor will work with ISBE to develop a solution to continue to deliver a Math and ELA assessment, as mutually agreed upon and subject to the availability of the PARCC test content. In the event that PARCC volumes drop below the minimum tier established in the New Mexico Price agreement, the parties agree to execute scope reductions necessary to meet the price set forth herein.

c) Contractor Default. The occurrence of any one or more of the following matters constitutes a default by the Contractor under this Agreement (a "Contractor Default"):

(i) Contractor becomes insolvent or generally fails to pay, or admits in writing its inability or unwillingness to pay, its debts as they become due;

(ii) Contractor makes a general assignment for the benefits of its creditors;

(iii) Contractor shall commence or consent to any case, proceeding or other action (a) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Contractor or of the Contractor's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debts, or (b) seeking appointment of a receiver, trustee or similar official for the Contractor or for all or any part of the Contractor's property;

(iv) Any case, proceeding or other action against the Contractor shall be commenced (a) seeking to have an order for relief entered against the Contractor as debtor, (b) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Contractor or the Contractor's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or (c) seeking appointment of a receiver, trustee, or similar official for the Contractor or for all or any part of the Contractor's property;

(v) The breach of any representation, certification or warranty made by the Contractor herein;

(vi) The Contractor attempts to assign, convey or transfer this Agreement or any interest herein without ISBE's prior written consent; or

(vii) The Contractor fails to observe or perform any other covenant, agreement, obligation, duty or provision of this Agreement, and such failure continues for thirty (30) days after the Contractor's receipt of written notice thereof from ISBE.

d) Contractor Default. Upon the occurrence of a Contractor Default ISBE may, without prejudice to any other right or remedy ISBE may have under this Agreement or at law and/or in equity, terminate the Agreement and/or the Contractor's right to perform all or a portion of the Services under this Agreement. In either such case, ISBE may finish the Services by whatever method ISBE may deem expedient. Any damages incurred by ISBE as a result of any such Contractor Default shall be borne by the Contractor at its sole cost and expense, shall not be

payable as part of the contract amount, and shall be reimbursed to ISBE by the Contractor upon demand.

e) Procedures Upon Termination. In the event of any termination of this Agreement and/or Contractor's right to perform any Services under this Agreement, the Contractor will cease the performance of the Services as directed by ISBE and/or the New Mexico Contract Manager and ISBE, to the extent authorized by the New Mexico Price Agreement, shall have the right to receive so much of the work product as has been created by the Contractor through the effective date of the notice of termination, delivered to ISBE in a format and manner directed by ISBE. Further, ISBE may, at its election, procure such work as may be necessary to complete the Services from other contractor(s). If termination is a result of a Contractor Default under Paragraph 7(c), the Contractor shall cooperate fully with ISBE in its efforts to complete the Services from other contractor(s), shall not impede or hinder the completion of the Services by such contractor(s), and shall be responsible for all of its costs related thereto. If termination is a result of Paragraph 7(a) or (b) above, the Contractor shall cooperate fully with ISBE in its efforts to complete the Services from other contractor(s), and shall not impede or hinder the completion of the Services by such contractor(s), with the understanding that the ISBE will reasonably compensate the Contractor for the services performed.

f) Liquidated Damages. The late delivery or untimely performance of the Services required under this Agreement by Contractor will cause irreparable harm to ISBE in light of its obligations under state and federal law including, without limitation, the No Child Left Behind Act of 2002 (NCLB) (P.L. 107-110) or any successor. As a result, ISBE shall have the right to assess liquidated damages as set forth in Exhibit E to this Agreement. If Contractor fails to meet any of the deliverable dates set forth in Exhibit E, Contractor shall pay to ISBE liquidated damages as set forth in Exhibit E; provided, however, that no liquidated damages will be assessed during the time after delivery by Contractor and while still under review by the PARCC Partnership Manager. Said amount is a good faith estimate of damages based on average salary, staff commitment and time allocation, to address the harm that the State will sustain by reason of said failure, repercussions of which will be suffered throughout ISBE. The Parties mutually agree that this is a reasonable anticipated calculation of damages and is not intended as a penalty. ISBE may not collect liquidated damages and also claim damages for the same failure to meet the schedule in Exhibit E. ISBE's right to assess liquidated damages is subject to the terms and provisions of Paragraph 12 and Exhibit E. ISBE must follow the notification procedures set forth in Exhibit E in order to assess liquidated damages.

## **8. INDEMNIFICATION AND INSURANCE.**

a) Indemnification. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless ISBE, the State of Illinois, and their respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages or penalties made, incurred or brought by any third party, including, without limitation, reasonable defense costs and reasonable legal fees incurred by ISBE, to the extent resulting from any of the following in connection with the Contractor's and its subcontractors' performance under this Agreement: (i) any bodily injury or property damage resulting from the negligence or willful misconduct of the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the Contractor or its subcontractors to comply with any laws or regulations applicable to the performance of the Services; (iii) the breach of any

representation or warranty provided by the Contractor herein; or (iv) any infringement of any copyright, trademark, patent or other intellectual property right; provided, however, that this indemnification provision shall not apply to any infringement claim to the extent the alleged infringing content, material, design, equipment or other property or matter (individually or collectively, for purposes of this subsection (iv), "property") was provided to the Contractor by or on behalf of ISBE, or was utilized by the Contractor in its performance under this Agreement pursuant to specifications provided by or on behalf of ISBE, or at the direction or instruction of ISBE or any party acting on behalf of ISBE; nor shall the Contractor have any responsibility for any infringement claim resulting from ISBE's unauthorized modification of any infringing property to the extent the infringement claim arises out of or in connection with such modification, or from ISBE's use or incorporation of such infringing property in a manner for which it was not designed or intended. In the event any property does or is likely to become the subject of a third party infringement or misappropriation claim, the Contractor may, at its option and expense and to the extent reasonably practicable by use of reasonable commercial efforts, (a) modify such property so that it is non-infringing and functionally equivalent, (b) obtain for ISBE sufficient rights to allow the use of such property as contemplated by this Agreement, or (c) substitute non-infringing property reasonably acceptable to ISBE.

ISBE shall promptly provide written notice to the Contractor of any claim with respect to which ISBE intends to seek indemnification from the Contractor, and shall take, or (as the case may be) assist the Contractor in taking any reasonable action to avoid the imposition of a default judgment against the Contractor, and shall cooperate with the Contractor in the defense of any claim defended by the Contractor pursuant to this provision. The Contractor shall only be responsible for a claim under this indemnification provision to the extent ISBE uses its best efforts to accord the Contractor the opportunity, at its own expense, to conduct the defense of such claim, and in the case of a claim of which ISBE has knowledge but the Contractor does not, only to the extent ISBE provides the Contractor with written notice of such claim as set forth above. The defense and/or settlement of a claim by ISBE shall relieve the Contractor of any responsibility for such claim under this indemnification provision. ISBE may, at its own expense, associate in the defense of any claim defended by the Contractor pursuant to this provision. The Contractor acknowledges and understands that the Office of the Attorney General is not bound by the terms and provisions of this Agreement, and that in accordance with Section 4 of the Attorney General Act (15 ILCS 205/4), the Attorney General is responsible for defending against and initiating all litigation involving the State of Illinois. Notwithstanding anything to the contrary contained in this Paragraph, no action or failure to act by the Office of the Attorney General shall limit or impair the terms and provisions of the indemnification provided by the Contractor hereunder.

b) Insurance Requirements: The Contractor shall maintain insurance as follows:

(i) A Commercial General Liability Insurance policy including, at a minimum, the following coverages: Premises and Operations Liability, Personal Injury Liability, Broad Form Property Damage Liability, Broad Form Contractual Liability (including the Contractor's indemnification under this agreements), Completed Operations and Products Liability, and Independent Contractor's Protective Liability. The Commercial General Liability Policy must be written with a limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$1,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$1,000,000

for Completed Operations and Products Liability. Such policy shall either waive or otherwise prohibit insurer subrogation against ISBE to the extent ISBE's additional insured status, as described below, applies.

(ii) A Business Automobile Insurance Policy providing coverage for all owned, hired, rented, leased and non-owned automobiles, written with a combined single limit of liability of not less than \$500,000 for each occurrence of bodily injury and/or property damage.

(iii) A Workers' Compensation Insurance Policy in an amount not less than the statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident, (ii) \$500,000 for bodily injury by disease, each employee, and (iii) \$500,000 aggregate liability for disease.

(iv) A Professional Liability Insurance Policy. The Professional Liability Insurance Policy must be written with a limit of liability of not less than \$1,000,000 for each claim, and not less than \$1,000,000 in the aggregate on an annual basis, for errors, omissions or negligent acts arising out of the performance of (or the failure to perform) professional services hereunder such as, but not limited to, systems analysis, system design, programming, data processing, consulting, system integration, and information services. The Professional Liability coverage shall be maintained for a period of not less than two (2) years following the date of final payment to the Contractor for all Services.

Upon execution of this Agreement, the Contractor shall provide copies of certificates of insurance evidencing the coverage described in this Paragraph. The policies specified above shall be placed with insurance coverages reasonably acceptable to ISBE, shall name ISBE and its board members, officers and employees as additional insureds (excluding the Worker's Compensation Policy and Professional Liability Policy), and Contractor shall notify ISBE at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies that would result in noncompliance with these insurance requirements.

## 9. SUBCONTRACTORS.

a) Designation of Subcontractors. As of the effective date of this Agreement, the chart below details the subcontractors and the expected work to be performed pursuant to this Agreement.

Name of Subcontractor	Address	Annual Contract Value for Illinois Specific Services	Brief description of services to be provided
<u>ETS</u>	Rosedale Road, Princeton, NJ 08541	\$1,437,505.63	test development, psychometric services and content facilitators for standard setting
<u>Wested</u>	730 Harrison St. San Francisco, CA 94107	\$210,542.05	test development and content facilitators for standard setting

If during the Term of this Agreement, the Contractor wants to retain subcontractors to be paid with funds provided by this Agreement not listed in the Proposal, the Contractor will obtain ISBE's prior written approval, comply with the provisions of Public Act 96-0795, and the Parties will file a contract amendment with the Comptroller stating the names and addresses and an anticipated amount of payment of each subcontractor. The Contractor shall retain responsibility



for the performance of the Services by its subcontractors. Any request to retain subcontractors must contain:

- Name(s) and address(es) of subcontractor(s);
- Need and purpose for subcontracting;
- Measurable and time-specific services to be provided;
- Associated costs, i.e., amounts to be paid under subcontracts;
- Federal Employer Tax Identification Number for each subcontractor;

If contractor chooses to subcontract with an entity and the amount estimated to be paid for Illinois specific services is more than \$50,000 (annual contract value), the contract or the amended contract between the contractor and their subcontractor that was proposed on the proposal must contain the standard certifications and disclosures and conflicts of interest (Attachment 1). ISBE must have a copy of each subcontract, excluding any pricing information not relating to Illinois specific services, the contractor has listed on their proposal within fifteen (15) days of execution of the contract between ISBE and Contractor or the contract or amended contract between Contractor and subcontractor reflecting Illinois specific requirements, whichever occurs later.

- Standard Certifications and Disclosures and Conflicts of Interest must be completed and signed by any subcontractor.

b) Subcontractor Requirements. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Services to be performed by such subcontractor, to assume toward the Contractor all of the obligations and responsibilities which the Contractor, by this Agreement, assumes toward ISBE. The Contractor shall be responsible to ISBE for acts and omissions of the Contractor, its subcontractors, their respective agents and employees, and any other persons performing portions of the Services, or claiming by, through or under the Contractor, and shall be responsible to ISBE for any damages, losses, costs or expenses resulting from such acts or omissions. Each subcontract agreement for a portion of the Services is hereby assigned by the Contractor to ISBE, to the extent of any Illinois specific services, provided that the assignment is effective only after termination of this Agreement by ISBE by reason of a Contractor Default, and only for those subcontract agreements which ISBE accepts by notifying the subcontractor in writing. The Contractor shall execute and deliver to ISBE any instruments reasonably required by ISBE to confirm and evidence any of the preceding contingent assignments.

c) Notice of Subcontracting. A copy of each subcontract issued pursuant to this Agreement shall be provided to ISBE within 15 days after the execution of this Agreement or immediately after execution of the subcontract, whichever is later. Any pricing information, except as it relates specifically to ISBE, will be redacted prior to providing the subcontract to ISBE. If at any time during the Term of this Agreement, Contractor adds or changes any subcontractors, Contractor will promptly notify ISBE, and the Parties shall amend this Agreement if ISBE approves of the subcontracting such approval not to be unreasonably withheld and to be provided consistent with the New Mexico Price Agreement. Such amendment shall reflect the names and addresses and the expected amount of money that each new or replaced subcontractor will

receive pursuant to the Agreement for services specific to ISBE. Any subcontracts entered into prior to award or amendment of this Agreement, are done at the Contractor's and subcontractor's risk, and no payment will be provided for work that commences prior to amendment of this Agreement.

d) Subcontractor Certifications. All subcontracts must include the standard certifications and disclosures and conflicts of interest, completed and signed by the subcontractor. The Contractor hereby agrees to provide to ISBE, fully executed originals of the subcontractors' Certifications and Assurances, copies of which are attached hereto in Exhibit G, Standard Certifications, from any subcontractor under the Agreement with a subcontract having an annual value of more than \$50,000. The Contractor further agrees to require each subcontractor to certify on a yearly basis hereafter, that it continues to satisfy the requirements of Article 50 of the Procurement Code (30 ILCS 500/50-1 – 50-75), pertaining to eligibility for a contract award, and to provide such certification to ISBE by July 1 of each year. Further, if a subcontractor is not able to truthfully certify that it continues to meet all requirements, the Contractor shall require the subcontractor to provide a detailed explanation of the circumstances leading to the change in certification status, which the Contractor will provide to ISBE by July 1 of each year. Contractor shall require each subcontractor to certify that it recognizes and agrees that if it makes a false statement material to any given certification required under Article 50 of the Procurement Code, the subcontractor is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Illinois False Claims Act for submission of a false claim.

**10. NON-AVAILABILITY OF FUNDING.** Obligations of ISBE will cease immediately without penalty of further payment being required if any fiscal year sufficient funds for this Agreement are not appropriated by the Illinois General Assembly or a federal funding source, or such funds are otherwise not made available to ISBE for payments in accordance with this Agreement.

**11. RECORD-KEEPING.** The Contractor and its subcontractors shall maintain books and records relating to performance of the Agreement or subcontract and necessary to support amounts charged to the State under the Agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three (3) years from the later of the date of final payment under the Agreement or completion of the Services, and by the subcontractor for a period of three (3) years from the later of the date of the final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, chief procurement officer, internal auditor, the purchasing agency (ISBE), and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The Contractor and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Paragraph shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Agreement for which adequate books and records are not available to support the purported disbursement. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records.

## **12. FORCE MAJEURE EVENTS.**

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

## **13. OVERSIGHT COOPERATION.**

The Contractor and any of its subcontractors shall cooperate fully with any and all third-party oversight contractors (the "Oversight Contractor") that ISBE, the PARCC Governing Board, or PARCC, Inc. may designate. The Contractor and any subcontractor will provide Oversight Contractors with access to staff and information, including any Confidential Information (as defined in Paragraph 5 (a) above), so as to allow Oversight Contractors to conduct on-site inspections as well as a continuing audit and evaluation of the Services Contractor, and any subcontractor, is obligated to provide under this Agreement. The Oversight Contractor will execute a confidentiality agreement with the Contractor pursuant to the provisions of Paragraph 5, Confidential Information. Neither the Contractor nor any subcontractor shall impose a charge for the materials or staff time related to the Oversight Contractor's audit and evaluation.

## **14. TRANSITION ASSISTANCE.**

If this Contract is not renewed at the end of the Term, or is canceled prior to its expiration for any reason, the Contractor must provide for up to six months (6) after the expiration or cancellation of this Contract or through the completion of the current assessment cycle, whichever is longer, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to ISBE or its designees. Such transition assistance will be deemed by the Parties to be governed by the terms and conditions of this Agreement (notwithstanding its expiration or cancellation) except for those terms or conditions that do not reasonably apply to such transition assistance. ISBE shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for similar Services.

**15. YEARLY CERTIFICATION.** The Contractor hereby certifies that it continues to satisfy the requirements of Article 50 of the Procurement Code (30 ILCS 500/50-1 – 50-75), pertaining to eligibility for a contract award. Further, if Contractor is not able to truthfully certify that it continues to meet all requirements, the Contractor shall provide ISBE with a detailed explanation of the circumstances leading to the change in certification status, which shall be appended and incorporated Agreement as an Exhibit. Contractor recognizes and agrees that if it makes a false statement material to any given certification required under Article 50 of the Procurement Code, Contractor is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Illinois False Claims Act for submission of a false claim.

The Contractor hereby agrees to provide to ISBE, by June 30 of each fiscal year, a fully executed original, annual certification from any subcontractor under the Agreement with a subcontract having an annual value of more than \$50,000.

**16. COMPLIANCE WITH LAWS.** The Contractor shall comply, and shall cause its subcontractors to comply, with all existing and future laws, regulations, rules, ordinances, orders and decrees (collectively, "Laws") which are applicable to the Services. The Contractor shall secure and pay for all registrations, licenses, certifications or approvals which relate to the provision of the Services. If the Contractor should discover any discrepancy or inconsistency between the requirements of any Laws and the scope or nature of the Services, the Contractor shall immediately notify ISBE in writing of such discrepancy or inconsistency and shall conform its Services to any subsequent orders or instructions of ISBE.

**17. CUMULATIVE RIGHTS.** Except as otherwise provided in this Agreement, rights and remedies available to ISBE and/or the Contractor as set forth in this Agreement shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such Parties at law and/or in equity, and any specific right or remedy conferred upon or reserved to ISBE and/or the Contractor in any provision of this Agreement shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.

**18. NO WAIVER.** No course of dealing or failure of ISBE and/or the Contractor to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

**19. ASSIGNMENT.** The Contractor may not assign this Agreement in whole or in part without the prior written approval of ISBE.

**20. STEVENS AMENDMENT.** Successful applicants will be subject to the provisions of Section 511 of P.L. 101-166 (the "Stevens Amendment") due to the use of federal funds for this program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.

**21. GENERAL PROVISIONS.**

a) Notices. All notices, billings or other correspondence required to be given to either Party pursuant to this Agreement shall be sent by mailed or delivered to the following addresses:

Illinois State Board of Education  
Attention: Student Assessment  
Division Administrator, E-216  
100 North First Street  
Springfield, IL 62777

NCS Pearson, Inc.  
Attn: Anne Johnson  
2510 North Dodge Street  
Iowa City, IA 52245

b) Amendment. The parties agree to adhere to any change, modification, or amendment to the scope of work of the Price Agreement, which is consistent with approvals of PARCC Governing States, and which is price neutral and does not change material milestone deliverables. In those instances, the revised New Mexico Price Agreement and related documents shall apply and shall be incorporated by reference into this Contract. For any change, modification, or amendment to

the scope of work of the Price Agreement that results in change to the contract price or a change to a material milestone deadline, the parties agree and understand that a modification to this Contract, subject to all ISBE approval processes, shall be required.

c) Entirety. This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements, or communications, whether written or oral, that have been made by either Party. The intent of the Agreement is to include items and services necessary for the proper execution and completion of the Services by the Contractor, including, without limitation, all such items and services which are consistent with, contemplated by, or reasonably inferable from the Agreement, whether or not such items and services are specifically mentioned herein.

d) Construction/Order of Documents. The Parties agree that in determining their rights and obligations to each other, the following order of precedence shall govern in the event of any conflict or inconsistency among the documents constituting this Agreement:

- (i) This Agreement, excluding the Exhibits;
- (ii) Exhibit C;
- (iii) Exhibit A;
- (iv) Exhibits B,D,E,F, G and H; and
- (v) To the extent applicable to this Agreement, the New Mexico Statewide Price Agreement Contract # 40-000-13-00027

e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the State or ISBE arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1).

f) Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

g) Time is of the Essence. Time is of the essence of this Agreement.

h) Authority to Execute. Each Party represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by and on behalf of each such Party, and constitutes the legal, valid and binding agreement of said Party.

i) Key Persons. The Parties agree that availability of and performance of Services by, when assigned to perform such Services, the program management team identified in Exhibit A are key to the satisfactory performance of this Agreement by Contractor. Contractor shall not substitute for key personnel assigned to the performance of this Agreement without prior written approval from the New Mexico Contract Manager.

j) Certifications and Assurances. The Contractor agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflicts of interest (30 ILCS 500/50-1-75) and all of the terms, conditions and provisions of those Sections apply to this Agreement the same as though they were incorporated and included herein. The Contractor represents and warrants that all of the certifications and assurances set forth on Exhibit G attached hereto are and shall remain true and correct.

k) Disputes. In the event any dispute arises regarding either Party's performance under the terms and provisions of this Agreement, a Party may request that such dispute be referred to ISBE's Division Administrator for Student Assessment and the Contractor's Executive Vice-President for review and discussion. Such review and discussion shall occur through either a

meeting or teleconference, subject to each person's availability. The Parties shall use good faith efforts to resolve any dispute referred in accordance with this Paragraph, provided, however, the failure of the Parties to resolve any such dispute shall not limit or impair either Party's rights and remedies set forth elsewhere in this Agreement.

l) Exhibits. The following Exhibits are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.

- EXHIBIT A - SCOPE OF SERVICES
- EXHIBIT B- COMPENSATION AGREEMENT
- EXHIBIT C - REDLINED TECHNICAL PROPOSAL
- EXHIBIT D - PAYMENT SCHEDULE
- EXHIBIT E - SCHEDULE OF DELIVERABLES/ACTIVITIES SUBJECT TO LIQUIDATED DAMAGES
- EXHIBIT F - SUPPLEMENTAL SERVICES AND COMMITMENT FORM
- EXHIBIT G - STANDARD CERTIFICATIONS
- EXHIBIT H- ADDENDUM 1

Present Agreement Exhibit Reference	Title	Reference and title in NM Agreement
EXHIBIT A	SCOPE OF SERVICES	Exhibit A -Price Agreement Exhibit A
EXHIBIT B	COMPENSATION AGREEMENT	Exhibit A SOW Attachment 3
EXHIBIT C	REDLINED TECHNICAL PROPOSAL	Redlined Technical Proposal
EXHIBIT D	PAYMENT SCHEDULE	N/A
EXHIBIT E	SCHEDULE OF DELIVERABLES/ACTIVITIES SUBJECT TO LIQUIDATED DAMAGES	Exhibit A SOW Attachment 1 and Attachment 2
EXHIBIT F	SUPPLEMENTAL SERVICES AND COMMITMENT FORM	N/A
EXHIBIT G	STANDARD CERTIFICATIONS	N/A
EXHIBIT H	Addendum 1 Modifications to Redlined Technical Proposal and SOW Attachment 3 Compensation	N/A


m) No Reliance on Representations or Statements. Each Party hereby expressly affirms that, in entering into this Amendment, it is not relying in any way or in any degree whatsoever on any representation or statement, or the absence of any representation or statement, by any person or Party other than those representations or statements made expressly in this Amendment.

n) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be originals, and all of which shall constitute one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Signatures received by facsimile or signatures contained in a Portable Document Format (PDF) document by either of the Parties shall have the same effect as original signatures.


o) Valid and Binding Agreement. Each Party represents and warrants to the other Party that this Agreement has been duly authorized, executed and delivered by and on behalf of each such Party, and constitutes the legal, valid and binding agreement of said Party.


IN WITNESS WHEREOF, the Parties have executed this Agreement.

**Illinois State Board of Education**

 11/17/14  
\_\_\_\_\_  
Christopher A. Koch, Ed.D. Date  
State Superintendent of Education


Approved

 11/17/14  
\_\_\_\_\_  
Robert Wolfe, CPA Date  
Chief Financial Officer

 11/14/14  
\_\_\_\_\_  
Nicki Bazer Date  
General Counsel

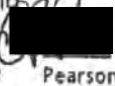
**NCS Pearson, Inc.**

11/13/14  
\_\_\_\_\_  
Date  
Managing Director, National Assessment Services

By:   
Anne Parmley  
Managing Director

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

### SCOPE OF WORK

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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- d. Incident Response Management (including a breach notice period and resolution process)
  - e. Data Storage and Destruction (including shredding, secure digital wiping)
  - f. The parties have agreed that the Security Plan will provide the details expected of the Contractor concerning issues of security and privacy in providing specific services to the Procuring Agency, some of which would normally be contemplated as a condition set forth in this agreement. Up to and after such date that the Security Plan is accepted by the Procuring Agency, the Contractor is expected to implement and maintain reasonable business practices associated with the security and privacy of the Procuring Agency data and use of Contractor's services.
3. Stand Alone Field Test: The stand-alone PBA field test for ELA/Literacy will be administered during the Spring Traditional EOY testing window, but will be given to a sample of students, using separate forms and answer documents. Students selected to take the ELA/Literacy PBA field test will receive one task type with 6 to 10 items, one of which is a PCR.
4. Test Form Construction: Contractor shall construct test forms for paper and computer-based assessments pursuant to the specifications in Section V.B.2.C of the Redlined Proposal, and provide the following deliverables:
- a. Deliver Test Construction Specifications
  - b. Deliver Form Design Templates
  - c. Deliver Computer-Based Forms—to be available during the entire test administration window for PBA or EOY
  - d. Deliver Paper-Based Forms
  - e. Deliver FPR Meeting Plans
  - f. Deliver FPR Review Meeting Agendas, Participant Lists, Meeting Notes
  - g. Deliver FPR Review Training Materials
  - h. Deliver FR Meeting Plans
  - i. Deliver FR Review Meeting Agendas, Participant Lists, Meeting Notes
  - j. Deliver FR Review Training Materials
  - k. Deliver Form Pulling Schedule
  - l. Deliver Form Review Schedule
5. Training Materials & Test Manuals: The Contractor will provide ancillary materials, as specified in this Section V.B.2.D of the Redlined Proposal, to support the operational assessment. The Test Administrator Manuals for grades 3-5 and 6-8 will include both ELA/literacy and mathematics, as described on page V.B-40 of the Redlined Proposal. Contractor will provide the following deliverables pursuant to this section:
- a. Deliver Training Materials
  - b. Deliver Test Administration
6. Student Registration: The Contractor shall be responsible for managing the student/organization registration process for both the paper-based and computer-based administrations, and shall provide an Enrollment Report by State to PARCC. The registration process shall be conducted once for both the paper-based and computer-based administrations. After the window for registration is complete, each individual state shall approve the registration counts of paper-based and computer-based administrations. The Contractor shall propose a plan for allowing states (if desired by the state) the opportunity to review and amend registration information, including mode of testing. Estimated student testing volumes shall also be captured for purposes of determining

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

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

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



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

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

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

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

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

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

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

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

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

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

Initials

Pearson N.M.

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

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

30. Quality of Work Products: The Contractor is responsible for correcting any errors in work products at the Contractor's expense, arising from activities that are the responsibility of the Contractor. Contractor shall not be financially responsible for errors that result from the actions of PARCC or its Governing State Members or the Partnership Manager. In the event of errors introduced or caused solely by a third party, Contractor will notify PARCC of the request for reimbursement for the costs associated with correction of such third party errors. Such corrections may involve activities that include, but are not limited to, the following:
- a. Conduct analyses to identify the cause and extent of errors.
  - b. Edit, revise, and/or reprogram computer-based applications.
  - c. Reprint and/or reproduce products or other materials.
  - d. Replace and/or correct data files.
  - e. Reproduce reports.
  - f. Ship replacement products or reports to the school/district/state/Partnership Manager using expedited shipping services.
31. Automated Scoring: PARCC acknowledges the potential advantages of automated scoring ("AI Scoring") to promote efficiency associated with scoring of student constructed responses, which otherwise require human scoring. The automated scoring phase-in plan is incorporated into the base contract, as detailed in Table G-12 above and in the Redlined Proposal. However, Contractor shall conduct an efficacy study, and PARCC shall review contractor's Proof-of-concept study results, and provide Contractor with authorization to utilize AI Scoring as specified herein. Contractor shall provide the following deliverables, as specified in Section V.B.3 of the Redlined Proposal:
- a. Proof-of concept research design
    - i. Report of results of proof-of-concept study, which shall be provided pursuant to the following Key Milestones and requirements: Proof-of-concept research design approved (to be mutually determined prior to baseline of project schedule)
    - ii. Contractor will provide proof-of-concept/efficacy study report to PARCC: 10/15/14

- iii. PARCC provides final approval to proceed with automated scoring phase-in plan based on results of efficacy study: 10/31/14
  - iv. Any states electing to opt out of phase-in plan and use human scoring for ELA online responses, notifies Contractor no later than 11/14/14; signed agreement must be in place by 12/31/14
  - v. Any modification of the Key Milestone due dates, or change to the phase in plan, shall require a Scope Change pursuant to the terms of the Price Agreement.
32. **Optional Summer Retest Administration:** PARCC Governing States may contract directly with Contractor for a summer retest administration in 2016 or 2017. Such additional services will be negotiated by the Governing State and the Contractor at the time such services are requested.
33. **Practice Tests and Release of Items:** Pursuant to Section V.B.5 of the Redlined Proposal, Contractor shall develop practice tests, Items for public release, and tutorials. The following deliverables shall be provided, as specified in Section V.B.5 of the Redlined Proposal:
- a. Two blueprint sets with associated scoring materials per assessment for release each year
  - b. 18 assessment modules per content area, per year
  - c. Permissions and rights clearance for released items
  - d. All QTI and APIP code, associated media files, and metadata for each released item will be quality checked by the Contractor for code conformance and validation, accessibility, and releasability (e.g., appropriateness, positive item performance history, permissions), and remediate any necessary corrections, updates, or re-reviews that may be necessary
  - e. A manual for accessing and using released items and modules
  - f. A guidance document for administering the assessment modules
  - g. PDFs of scorer training materials, which will serve as the computer-based scorer training module
  - h. A guidance document for developing and interpreting and using score reports
  - i. Integrate customer support into the help desk services with PARCC Operational
  - j. Practice tests for ELA/literacy EOY component and mathematics PBA component to be available in fall 2014 on TestNav8
  - k. Full practice tests to be available in fall 2015 on TestNav 8
  - l. Scoring materials, including answer keys, rubrics, anchor papers, and scoring rules for use with released items and practice tests
  - m. Computer-based and paper-based tutorial modules for each grade level/course
  - n. Four computer-based and four paper-based tutorial modules for each content area
- H. **Component 3, Psychometric Services:** The Contractor will be responsible for all work necessary to design and implement the psychometric services described in Section V.C of the Redlined Proposal. The Contractor will also be responsible for all of the deliverables listed in Section V.C which include:
- 1. **Data Analysis of Summative, Field Test and Retest:** Contractor shall complete the following Deliverables for the data analysis, as further specified in Section V.C.1 of the Redlined Proposal:
    - a. Data analysis plan and specifications
    - b. Presentation materials to PARCC TAC and working groups

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

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

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

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



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

protocols for correcting the error

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

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

- mutually-agreed upon by the Partnership and the Contractor.
    - i. Draft reports for each study will be reviewed by the TAC, one or more PARCC OWGs, and/or other expert reviewers for feedback.
    - ii. Draft reports shall indicate the Principal Investigator, data analysts and Contractor staff who reviewed and approved the submission of the draft report
  - g. Final study report within two weeks after the feedback for the draft report is provided or a date mutually- agreed upon by the Partnership and the Contractor
    - i. The final report must include the theoretical framework and design rationale that cites relevant, peer-reviewed published work and, when appropriate, unpublished technical reports; how the study addressed relevant standards in the Standards for Educational and Psychological Testing (1999); and how the results contribute to the body of evidence to support the valid interpretation of scores.
    - ii. The final report shall include an executive summary of results, and specific recommendations of action
    - iii. Final reports shall indicate the Principal Investigator, data analysts and Contractor staff who reviewed and approved the submission of the final report
  - h. An action plan based on recommendations in the final study report
    - i. The action plan shall indicate responsibilities of each party involved along with a timeline for each action
    - ii. The Contractor shall manage the action plan and provide update reports for actions that require Contractor follow up or involvement based on a schedule proposed by the Contractor and mutually-agreed upon by the Partnership and the Contractor
5. Standard Setting Design and Implementation: Contractor shall complete the following Deliverables for the Special Studies, as further specified in Section V.E.6 of the Redlined Proposal:
- a. Detailed standard setting design and method(s) to be approved by PARCC GB and ACCR that includes information on training, use of empirical data, round-by-round implementation, panelist feedback, and evaluations and related documentation and presentations
  - b. Materials to be used for training 16 weeks prior to standard setting for PARCC review and approval
  - c. Data processing and data reporting plans and tools
  - d. Evaluation tools, such as surveys, to be used at the standard setting workshop six weeks prior to standard setting for PARCC review and approval
  - e. Final quality control procedures
6. Review Cut Scores: Contractor shall complete the following Deliverables for the Special Studies, as further specified in Section V.E.7 of the Redlined Proposal:
- a. Detailed design and methodology for the policy makers' review of cut scores
  - b. Initial cut scores, impact data, decision consistency and accuracy, and variability (standard error) around cut scores and other relevant information to be presented to PARCC Governing Board and ACCR
    - i. The initial cut scores and impact data for all assessments shall be presented to the PARCC states as soon as they are available for their review (before they are presented to the PARCC Governing Board and ACCR approval)
  - c. Summary of the outcomes of the Governing Board and ACCR review sessions
  - d. Tools and materials that could be used for cut score adjustments six weeks

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

States, as specified herein:

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

### Compensation

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Exhibit D  
Payment Schedule

Fiscal Year 2015

Monthly Invoice Date	Percentage of Annual State Total Contract Value Invoiced***	Invoice Amount
11/25/2014	12.5%	\$3,873,150.61
12/30/2014	12.5%	\$3,873,150.61
1/30/2015	12.5%	\$3,873,150.61
2/27/2015	12.5%	\$3,873,150.61
3/30/2015	12.5%	\$3,873,150.61
4/30/2015	12.5%	\$3,873,150.61
5/29/2015	12.5%	\$3,873,150.61
6/30/2015	12.5%	\$3,873,150.61

Fiscal Year 2016

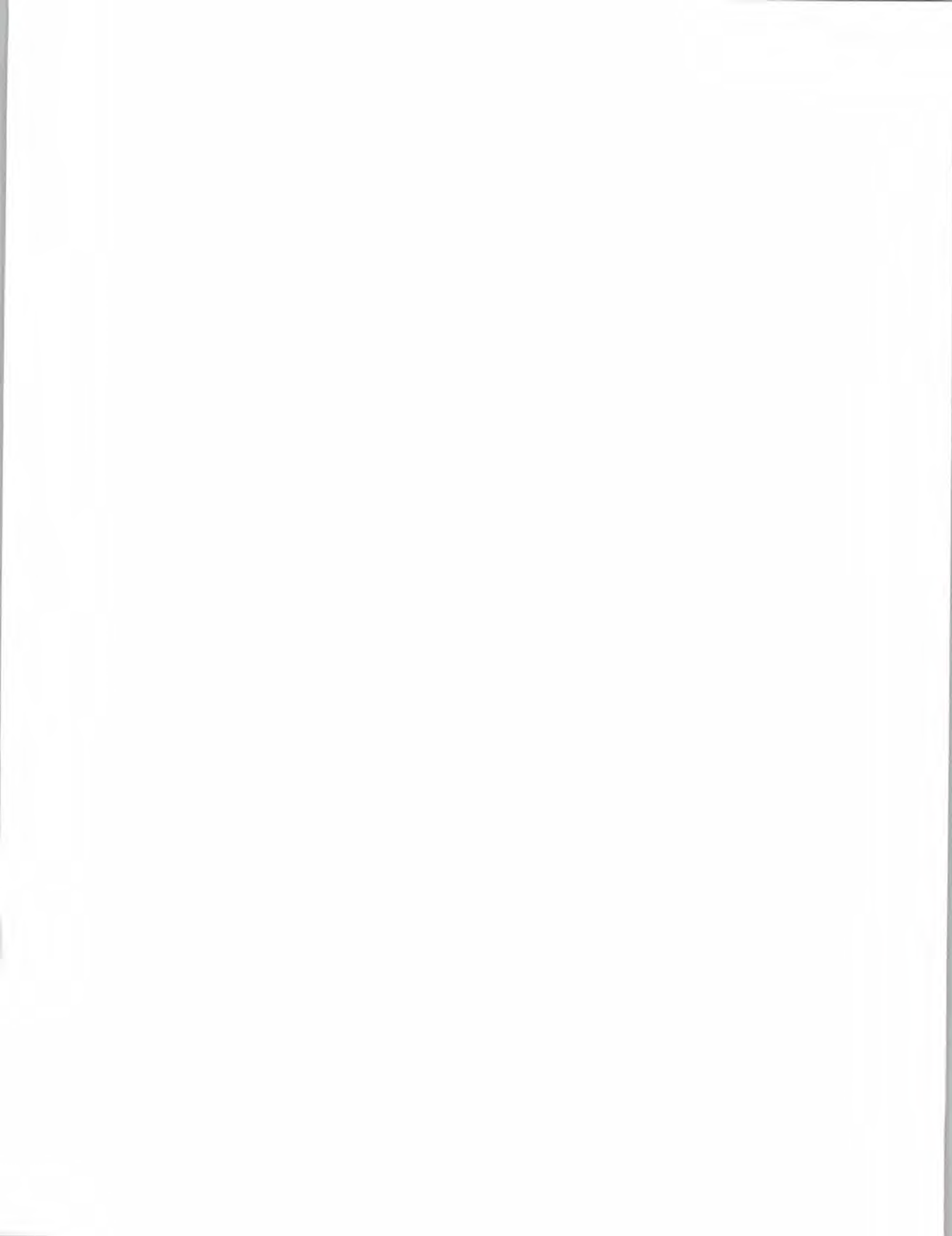
Monthly Invoice Date	Percentage of Annual State Total Contract Value Invoiced***
7/30/2015	8 1/3%
8/30/2015	8 1/3%
9/30/2015	8 1/3%
10/30/2015	8 1/3%
11/24/2015	8 1/3%
12/30/2015	8 1/3%
1/30/2016	8 1/3%
2/27/2016	8 1/3%
3/30/2016	8 1/3%
4/30/2016	8 1/3%
5/29/2016	8 1/3%
6/30/2016	8 1/3%

Fiscal Year 2017

Monthly Invoice Date	Percentage of Annual State Total Contract Value Invoiced***
7/30/2016	8 1/3%
8/30/2016	8 1/3 %
9/30/2016	8 1/3%
10/30/2016	8 1/3%
11/28/2016	8 1/3%
12/30/2016	8 1/3%
1/30/2017	8 1/3%
2/27/2017	8 1/3%
3/30/2017	8 1/3%
4/30/2017	8 1/3%
5/29/2017	8 1/3%
6/30/2017	8 1/3%

Fiscal Year 2018

Monthly Invoice Date	Percentage of Annual State Total Contract Value Invoiced***
7/30/2017	8 1/3%
8/30/2017	8 1/3%
9/30/2017	8 1/3%
10/30/2017	8 1/3%
11/28/2017	8 1/3%
12/30/2017	8 1/3%
1/30/2018	8 1/3%
2/27/2018	8 1/3%
3/30/2018	8 1/3%
4/30/2018	8 1/3%
5/29/2018	8 1/3%
6/30/2018	8 1/3%





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

### Liquidated Damages

- A. Summary: Accurate and timely delivery is imperative and, as a result, the following provisions for liquidated damages for the failure to complete Consequential, Critical, and Extremely Critical Deliverables ("Liquidated Damages Deliverables") are defined in this SOW Attachment 1.
1. Availability of Liquidated Damages: The parties reasonably believe that Contractor's failure to provide Liquidated Damages Deliverables that conform to the specifications and delivery schedule for such Liquidated Damages Deliverables is likely to result in damage to the PARCC Governing State to which such Deliverable was due to be delivered.. Though the amount of such damage cannot reasonably or easily be calculated with certainty, the parties agree that the Liquidated Damages specified herein are the parties' reasonable anticipation of the amount of such damages at the time of entering into the contract. Liquidated Damages will be applicable and enforceable regardless of whether a PARCC Customer suffers actual damage.
  2. Exclusive Remedy: The assessment of Liquidated Damages shall be the exclusive remedy for late delivery by Contractor of Liquidated Damages Deliverables that conform to relevant specifications. However, this clause will not preclude breach of contract claims based not on late delivery of such Liquidated Damages Deliverables, but which instead are on based Contractor's ultimate failure to deliver conforming Liquidated Damages Deliverables before conclusion of the Notice and Correction Process specified below.
  3. Waiver: The PARCC Governing State may waive the imposition of an otherwise enforceable liquidated damages or a portion thereof in a given instance. Such waiver, in any instance, shall not constitute a waiver in any future instance, nor establish any right on behalf of the Contractor to a waiver. No waiver by the PARCC Governing State shall be effective unless expressed and in writing, and any such waiver will not act as a waiver of any other rights.
- B. Liquidated Damage Deliverables Notice and Acceptance Process:
1. Delivery, Review, and Acceptance or Rejection:
    - i. Delivery of Liquidated Damages Deliverables. When Contractor initially delivers a Liquidated Damages Deliverable that Contractor reasonably believes conforms to the relevant specification, Contractor also will provide the PARCC Governing State with written (electronic or other form acceptable to the customer) notice of such delivery (the "Conforming Delivery Notice.")
    - ii. Review for Conformity with Specification. Upon receipt of such Liquidated Damages Deliverable and Conforming Delivery Notice, the PARCC Governing State will review such Liquidated Damage Deliverable to determine whether it conforms to the relevant specification. The PARCC Governing State will be

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

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

F. Liquidated Damages Amounts:

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

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

<b>Deliverables for Section V.B.2.B. Security</b>		
8	Deliver Security Plan	CONSEQUENTIAL
<b>Deliverables for Section V.B.2.C. Test Form Construction</b>		
9	Deliver Test Construction Specifications	CONSEQUENTIAL
10	Deliver Computer-Based Forms	CRITICAL
11	Deliver Paper-Based Forms	CRITICAL
<b>Deliverables for Section V.B.2.D Training Materials and Test Manuals</b>		
12	Deliver Training Materials, includes coordinated communications related to test registration and test delivery with all PARCC stakeholders as described in section V.B.1.	CONSEQUENTIAL
13	Deliver Test Administration Manuals	CONSEQUENTIAL
<b>Deliverables for Section V.B.2.E. Student Registration</b>		
14	Provide Enrollment Reports by State, based on Student and Organizational Registration Data, after close of each administration registration window	CRITICAL
<b>Deliverables for Section V.B.2.F. Print Materials</b>		
15	Test Books and Answer Documents meet requirements	EXTREMELY CRITICAL
16	Mathematics Reference Sheets meet requirements	CRITICAL
<b>Deliverables for Section V.B.2.F Pre-Identification</b>		
17	Deliver Pre-Identification Labels	CRITICAL
<b>Deliverables for Section V.B.2.I. Packaging, Distribution, and Retrieval</b>		
18	Deliver Large Print & Braille Materials	CRITICAL
19	Deliver Test Materials (includes test books, answer documents, mathematics reference sheets, manipulatives)	CRITICAL
<b>Deliverables for Section V.B.2.J. Scanning and Editing Student Responses</b>		
20	Upload images of paper-based and online student responses to Data Warehouse, with the exception of TEI items.	CRITICAL
<b>Deliverables for Section V.B.2.K. Scoring</b>		
21	Deliver Scoring Specifications	CONSEQUENTIAL

22	Deliver Handscoring Specifications	CONSEQUENTIAL
23	For each administration, deliver Rule-Based Frequency Distribution, Rangefinding Responses, Scoring Guides, Training Sets, Qualifying Sets, and Validity Sets	CRITICAL
<b>Deliverables for Section V.B.2.M. Customer Support and Help Desk</b>		
24	Integrate and Deliver Customer Support and Help Desk Services for Operational and Practice Tests (V.B.5)	See "Customer Call Center Liquidated Damages" Section
<b>Deliverables for Section V.B.3. Automated Scoring</b>		
25	Proof-of concept research design	CONSEQUENTIAL
26	Report of results of proof-of-concept study	CONSEQUENTIAL
27	Provide an annual report comparing AI and human scoring, including reliability and validity information.	EXTREMELY CRITICAL
<b>Deliverables for Section V.B.5. Practice Tests and Release of Items</b>		
28	Provide released items and modules, equivalent to two blueprint per content area, per grade for release each year. Released items and modules must include necessary permissions, as described in V.B.5. and meet delivery format, interoperability, and quality requirements.	CRITICAL
29	Meet annual requirements for on-time delivery of practice tests and scoring materials, as described in section V.B.5 of redline proposal. Scoring materials include answer keys, rubrics, anchor papers, and scoring rules for use with released items and practice tests.	CRITICAL
30	Provide computer-based and paper-based tutorial modules for each grade level/course, four per mode designed by grade-band	CONSEQUENTIAL
<b>Deliverables for Section V.C.1. Data Analysis</b>		
31	Provide data analysis plan and specifications	CONSEQUENTIAL
32	Provide raw and processed data files, according to agreed file format.	EXTREMELY CRITICAL
<b>Deliverables for Section V.C.2. Data Forensics</b>		
33	Report summarizing findings of analyses described in the Data Forensics specifications no later than 2 months after the administration of the assessment.	CRITICAL
34	Database of proctors/classrooms, schools and districts that were flagged by statistical data forensic methods during the data	CRITICAL

	analyses.	
<b>Deliverables for Section V.C.4. Technology and Data Requirements</b>		
35	Provide electronic student data files for uploading into PARCC's Data Management and Reporting System.	EXTREMELY CRITICAL
<b>Deliverables for Section V.C.6. Technical Documentation for Assessment Administration</b>		
36	Provide draft and final Technical Manual as specified in section V.C.6 of the redline proposal.	CONSEQUENTIAL
<b>Deliverables for Section V.C.7. Quality Control</b>		
37	Quality control systems verify the accuracy of the data processing, cleaning, and analyses.	EXTREMELY CRITICAL
<b>Deliverables for Section V.D.2 Data Upload &amp; Generating Reports</b>		
38	Uploaded student and summary data files as stipulated in V.C.3 for each summative and retest administration into PARCC's Data Management and Reporting System, meeting requirements in section V.B.1 for conformance to PARCC interoperability standards and guidelines, section V.C.2 for organization of data within files, section V.C.4 for uploading to Data Management and Reporting System, and V.D.1 for design of student and summary data files.	EXTREMELY CRITICAL
39	Detailed reports on when scoring/reporting errors have been discovered and protocols for correcting the error	CRITICAL
<b>Deliverables for Section V.D.3. Score Interpretation Guides</b>		
40	Separate print-ready and web-based, interactive score interpretation guides, for each of the summative and retest assessments that are inclusive of the final-report designs.	CONSEQUENTIAL
41	Translated materials to interpret parent reports of up to 10 languages.	CONSEQUENTIAL
<b>Deliverables for Section V.D.6. Paper-Based Student Reports</b>		
42	Printed and delivered paper-based student reports	EXTREMELY CRITICAL
<b>Deliverables for Section V.E.1 Standard Setting Timeline</b>		
43	Development and implementation of all standard setting activities and materials following the agreed upon milestones for all activities and materials	CRITICAL
<b>Deliverables for Section V.E.3. Standard Setting: Logistical Requirements</b>		
44	Detailed workplan for all activities that lead to the approval of final standard setting method(s) by the Partnership	CONSEQUENTIAL

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

**\*Liquidated Damages Classifications:**

CONSEQUENTIAL - modest schedule of liquidated damages

CRITICAL - substantial schedule of liquidated damages



**EXTREMELY CRITICAL - severe schedule of liquidated damages**

**Customer Call Center Liquidated Damage**

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

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

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

**Item Edit Liquidated Damage**

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

SOW Attachment 2

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

**Service Level Agreement**

- A. **Overview:** The purpose of this Service Level Agreement ("SLA") is to provide a definition of online assessment service levels provided by Contractor, to the PARCC Governing States, in conjunction with

the Online Assessment Activities covered under the Price Agreement # XXXXX (hereinafter "Price Agreement") with the State of New Mexico for the PARCC Operational Assessment. This document will also institute general standards and expectations about the level of services to be delivered to the PARCC Governing States.

**B. Applicability:** This agreement applies exclusively to the Application Services (defined herein) and Customer Call Center Support Services (as specified in Paragraph E, herein) provided by Contractor to deliver the Online Assessment Activities for the PARCC Operational Assessment as specified in the Price Agreement. The services are described as follows:

1. **Application Services:** The services listed below through which Contractor will perform Online Assessment Activities, and which are delivered using Contractor Systems:
  - a. **PearsonAccess:** Contractor will provide access to the latest version, including all enhancements, of Contractor's customer portal access for administrative assessment activities, in accordance with Paragraph G, "Component 2, Assessment Administration" of the Price Agreement Exhibit A SOW. Contractor will provide PARCC and its member states with access to the PearsonAccess online administrative portal to function as the centralized administration and user/management interface for all PARCC Assessment Components for school district and systems' administrative staff, as specified in the Price Agreement.
  - b. **TestNav Assessment Delivery Platform:** Contractor will provide access to the latest version, including all enhancements, of TestNav to support PARCC's administration of summative assessments delivered as part of the PARCC Operational Assessment including Performance Based Assessments (PBA) and End of Year Assessments (EOY) (cumulatively "PARCC Assessment Components").

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

2. **Minimum Customer System Requirements:** The services and warranties provided under this agreement are based on the assumption that schools and districts participating in an Operational Assessment Administration will implement the system, technology, network bandwidth, and infrastructure requirements published by PARCC in the Technology Guidelines for PARCC Assessments. Contractor shall not be responsible for hardware, software, and network environment failures in cases where it is determined that a failure was caused by a school or district failure, pursuant to the process established in paragraph (C)(2)(c), to comply with the requirements of this paragraph 2. The Technology Guidelines for PARCC Assessments will strongly recommend and encourage PARCC Governing States to use the Systems Check Tool, and implement proctor caching. . The Technology Guidelines for PARCC Assessments will be updated, if necessary over the life of the contract, to reflect the minimum requirements (including network bandwidth levels for proctor caching) necessary to deliver the assessment forms should the actual maximum form size change. The Contractor shall configure the Application Services and other technical systems provided through this Price Agreement to

preserve the minimum specifications that PARCC has established for the PARCC Spring 2014 Field Test, including a 5 kbps per student/ 5kbps per testing device minimum bandwidth requirement when caching is implemented and a 50 kbps per student/testing device external Internet connection without caching. Any recommendations from the Contractor to deviate from these requirements must be approved in advance by PARCC, which approval shall not be unreasonably withheld.

3. **Contractor Systems:** The Contractor hardware, software, and network environments, to the extent used to deliver the Application Services and Customer Support Services shall include:
  - a. Contractor hardware and system software
  - b. Contractor production application software
  - c. Network connections from data center(s) hosting the Contractor systems to the Internet
  - d. Third-party hardware, software, and services by companies subcontracted by Contractor expressly for the delivery of services covered under the Price Agreement.
  
4. **Exclusions:**
  - a. Contractor is not responsible for:
    - Services maintained or provided to schools by regional service centers, school districts, or charter schools
    - Infrastructure provided to schools by states or school districts
    - Network connections provided to schools by school districts to the Internet
    - Network infrastructure comprising the Internet
  - b. Contractor non-production environments including software development environments, technical development sandbox areas, pre-production environments for performance testing, and programs deployed for technical systems testing during TestNav development are exempt from the Service Expectations or System Performance under this agreement.

C. **Service Expectations**

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

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

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

During the periods between established Assessment Windows, Contractor shall maintain a 99.5% Uptime level for each instance of TestNav Application Services and each instance of

PearsonAccess Application Services provided to PARCC, which means that each instance of each Application Service will be accessible 99.5% of the time during any calendar month between testing administration windows, except as provided below for Excluded Events, such as scheduled maintenance.

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

- a. **Definitions:** The following definitions shall apply to the terms referenced in this paragraph:
- i. **"Uptime"** percentage will be calculated per calendar month, as follows
 
$$\left[ \left( \frac{\text{total} - \text{nonexcluded}}{\text{total}} \right) * 100 \right] = \text{Uptime percentage}$$
  - ii. **"total"** in the numerator constitutes the total number of minutes that the service is functioning without error or disruption during the 14 hours/day (available for testing), not including weekends and national holidays in each applicable month.
  - iii. **"total"** in the denominator constitutes the total number of minutes in the 14 hours/day (available for testing) multiplied by the number of days of testing in the calendar month less weekends and national holidays in each applicable calendar month.
  - iv. **"nonexcluded"** constitutes the total number of minutes of System Unavailability during the applicable calendar month that is not attributable to Excluded Events, as defined in paragraph (D) herein.
  - v. **"System Unavailability"** will be measured as:
    - (1) the inability to access any Application Services from Contractor's designated monitoring locations around the world for more than 20 minutes during the period between testing administration windows, or more than 5 consecutive minutes during an Operational Assessment Administration; or
    - (2) the inability for a school, district, or other authorized PARCC user to access the Application Services due to System Disruption(s) that might not be detected from Contractor's designated monitoring locations for more than 20 minutes during the period between testing administration windows or more than 5 consecutive minutes during an Operational Assessment Administration. System Unavailability/Service Disruptions for which Contractor is liable may also be determined through the Resolution process provided in paragraph (C)(3) herein.
  - vi. **"Service Disruption"** is defined as an incident when, due to system slowdown, system error, system capacity, software malfunction, or other reasons within Contractor's control not including Excluded Events, the functioning of Contractor Application Services falls below service expectations to a level that interrupts, prevents, or delays student testing or submission of tests, or prevents administrative access.
- b. **Available Hours:** The Application Services will be available for user access, at minimum, all weekdays between the hours of 6:00 a.m. Eastern Time and 5:00 p.m. Pacific Time, with the exception of Excluded Events.

2. **Monitoring, Alerting, and Reporting:** Availability of Application Services, as described herein will be determined by Contractor monitoring systems configured to check each Application Service independently. Each Application Service will be considered available provided that Contractor monitoring systems can successfully log in to the Application Service. An application will be considered unavailable when Contractor monitoring systems report a failure to log in to a given service, and that failure can be confirmed either by Contractor staff or through correlating incident records. PARCC may, at its discretion, conduct activities it deems necessary and appropriate to validate the accuracy of system monitoring and reporting, subject to execution of a non-disclosure agreement and reasonable advance notice to the Contractor of any activities onsite at Contractor's facilities.
  - a. **Monitoring and Alerts:** Contractor performs two levels of system availability monitoring. The first level of monitoring covers single-URL or service monitoring. These checks are executed every 60 seconds from more than 40 locations around the United States. A second deeper level of service uptime monitoring is performed by running synthetic transactions (simulated traffic) to exercise key business transactions in the assessment system. These checks run from three locations around the country and comprise actions similar to "login", "search for student", "launch a test", "download a report" etc. Checks of this nature run every 90 seconds through the system and alerts are configured for both response time and availability for both methods of uptime monitoring. The results from these checks feed into all of our uptime calculations.
  - b. **Reporting:** Contractor will provide PARCC with a quarterly SLA Incident Report in a format substantially similar to the template provided in Exhibit A. In the event Application Services are unavailable due to functional issues that are not detectable through systems monitoring, Contractor will conduct a Root Cause Analysis and provide PARCC with a Report in a format substantially similar to the template provide in Exhibit B. Such cases of reported system unavailability not detected through systems monitoring will be reviewed by PARCC and Contractor to determine whether the cause was beyond Contractor's control, pursuant to paragraph (C)(3) herein.
3. **System Availability and Service Disruption Resolution Process:** In the event the parties do not mutually agree on the question of whether a particular issue constitutes a system issue covered by Contractor Application Services and the terms of this Agreement, rather than a local school or district-specific problem not covered by this agreement, Contractor will perform the following steps to verify:
  - a. Analyze all available systems monitoring data to determine where a given fault is presenting.
  - b. Collect and consider any information reported in the incident(s) to determine the most likely point of service disruption. This may require the participation of the customer and/or third-party service providers before a conclusion can be reached. If so required, PARCC will assist Contractor in accessing PARCC member state and school representatives and PARCC third party vendors.
  - c. Provide a report detailing analysis and providing probable root cause.
  - d. Establish agreement with PARCC on the appropriate course of action.
  - e. Resolve problems for which Contractor is determined to have responsibility, following protocols established under the terms of this Price Agreement.
  - f. In the event that unresolved issues remain after the above steps are performed, Contractor will bring in an independent third party, mutually agreeable to both parties, to address resolution of the remaining issues.

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

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

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

1. **Customer Support Levels:** The following definitions shall apply to the various levels of customer support referenced herein:
  - a. **Customer Support Level 1:** The most basic level of call center support including general inquiries, non-technical questions, password recovery, website navigation assistance, basic procedural "how-to" questions.
  - b. **Customer Support Level 2:** Intermediate level call center support for issues not resolved by Level 1 help desk. Level 2 customer support personnel may be trained for scripted and non-scripted customer interactions. For PARCC this might include response to common mid-level technical questions such as local system set-up or data formatting, as well as solutions to other identified issues that may be more technical, but for which systems engineers have provided resolution methods.
  - c. **Customer Support Level 3:** Most technical level of support for issues not resolved by the Level 2 call center. Level 3 issues are handled by systems engineers and other technical experts and may require multiple interactions with the customer before the issue is resolved.

2. **General Customer Call Center Support Requirements:** Contractor will have support staff available during the Service Hours defined herein.
3. **Force Majeure Events:** Provided that Contractor complies with industry standard practices and protocols, Contractor shall not be liable for failing to meet the Customer Call Center Service Levels detailed in paragraph (4)(c) herein, in the event such failure was beyond Contractor's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage or other criminal act (committed by individuals or organizations neither employed nor contracted by Contractor), armed conflict, embargo, fire, flood, strike or other labor disturbance (other than by employees of Contractor and its subcontractors), interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers that Contractor could not be reasonably expected to prevent, failure of third party software not utilized by Contractor and its subcontractors, or inability to obtain raw materials, supplies, or power needed for provision of this Agreement.
4. **Customer Call Center Support Requirements:** Contractor shall consistently meet the following service levels for customer service and help desk support including response time, resolution rates, effective escalation, and availability:
  - a. **Toll Free Number:** Contractor shall have in place a customer service toll free number call center for schools and districts to call for assistance with all aspects of the Online Assessment Services. Contractor shall open a Service Ticket for each customer service call received, and a Service Ticket shall be considered "Closed" upon the successful resolution of the question which prompted the customer call. "Customer Contact" is defined as the time Contractor and customer begin live conversation."
  - b. **E-mail Customer Support:** Contractor shall provide an email address for schools and districts, and e-mail support will be available during the same hours as the phone-based assistance.
  - c. **Required Call Center Service Levels During Testing:**
    - i. Average speed to answer time per hour of not greater than 5 minutes
    - ii. Maximum speed to answer time of not greater than 10 minutes
    - iii. Not less than 80 percent of callers achieve satisfactory resolution (closed service ticket) on initial call
    - iv. Not less than 85 percent of calls and emails achieve satisfactory resolution (closed service ticket) within 1 hour of making customer contact
    - v. Not less than 90 percent of calls and emails achieve satisfactory resolution (closed service ticket) within 4 hours of making customer contact
    - vi. Not less than 95 percent of calls and emails achieve satisfactory resolution (closed service ticket) with 8 hours of making customer contact
    - vii. Not less than 99 percent of calls and emails achieve satisfactory resolution (closed service ticket) within 48 hours of making customer contact

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

queries the customer's experience regarding the transfer from Level One to Level Two support.

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

- d. **Service Hours:** The service must be operational, at minimum, all weekdays (excluding major holidays) from the hours of 6:00 a.m. Eastern Time to 5:00 p.m. Pacific Time.
- e. **Help Desk Staffing Plan:** Contractor will provide for PARCC's approval a copy of the Customer Call Center staffing plan and protocols for training Call Center Support Staff. Such Plan shall detail the process by which Contractor distributes information to Call Center Support Staff during the course of a system issue to allow all staff to be aware of the status of such issues. PARCC may observe customer service training throughout the term of the contract, upon request. The intent of such observation would be to provide Contractor with feedback.
- f. **Call Center Metrics:** Contractor's Customer Call Center will provide administrative monitoring and tracking and daily reporting to PARCC of the following metrics for every hour and day that the call center is in operation.
  - Average time to answer
  - Maximum time to answer
  - Average length of call
  - Maximum length of call
  - Call hold time
  - Call abandonment rate
  - Classification of calls in a mutually agreed form
  - Percent achieving satisfactory resolution on initial call at Level 1 and at Level 2
  - Percent of calls achieving satisfactory resolution within 1, 4, 8 and 24 hours
  - Percent not achieving satisfactory resolution within 24 hours



SLA Incident Summary

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Summary of SLA Incidents

Incident Description	Date and time (CST)	Performance Compensation
Total		

SLA Incidents

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

SYSTEM UNAVAILABILITY

ROOT CAUSE ANALYSIS

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



**PARCC Operational Assessments  
Illinois Optional Pricing  
10/28/14**

The following options will be included in the Illinois contract.

- Return electronic format of student responses (copy of scanned answer document and equivalent for computer-based assessment) 90 days after scoring and reporting:**

Year 1	Year 2	Year 3	Year 4	Total
\$51,294	\$51,294	\$51,294	\$51,294	\$205,176

Assumptions:

- PARCC Policy allows Pearson to release secure materials to states.
- ISBE is electing this option for all four years. The annual price will be added to the base contract value in the year in which the students test. If the service is not needed in a future year, Pearson needs to be notified by June 1 prior to the next school year.
- The pricing is based on year 1 commitment volumes by mode provided by ISBE. If test volumes or mode of assessment change in any year, by more than 5% from the year 1 commitment volumes, the price will be renegotiated.

- Store hard copy of answer documents for three additional years (total of 5 years after scoring and reporting):**

\$ .14 per paper-based test

Assumptions:

- This is included as an option in the contract but is not being executed at this time. ISBE will notify Pearson no later than 90 days prior to the end of the two-year storage term if materials should be destroyed or the storage extended. If the storage needs to be extended it will be at the price of \$.14 per test and that amount will be added to the contract value, to be included in the monthly invoicing.
- Test is defined as a content area assessment (including but not limited to grade 3 ELA, grade 3 math, Algebra I, etc.) and covers both the PBA and EOY components of the test. The price for grade 3-8 students is \$.28 (includes math and ELA) and \$.14 per high school test.
- If ISBE or the state increase the use of consumable test booklets in 2015-2016 or for subsequent administrations, the per test price may be renegotiated.

- Cost for individual and batch pulls of answer documents**

Individual student request: \$100 per student/test

Batch request: \$25 per student/test

- This is included as an option in the contract but it not being executed at this time. The amount for these services will be added to monthly invoices upon delivery of the service as needed.



- Test is defined as a single student answer document (e.g., ELA PBA answer document). In grades 3-8 students will have up to four answer documents (ELA PBA, ELA EOY, Math PBA, Math EOY).
- Batch request pricing applies to 5 or more tests requested from the same classroom or school.
  - Must be submitted as a single request
  - Applies to documents that were returned to Pearson in the same return shipment. For example, based on testing windows, Spring PBA will be returned to Pearson earlier than Spring EOY. Therefore a single batch request could not be made to pull PBA and EOY materials.
- The same pricing applies to both paper answer document pulls and equivalent for online assessments.
- After documents are pulled, electronic copies of paper tests will be provided to Illinois via sFTP site. Paper hard copies will not be mailed.
- Answer document pull requests can only be fulfilled for materials being stored by Pearson.

**PARCC Assessment Annual Committed Test Volumes (2014-2015)**

State: Illinois

Date: 9/8/2014

Submitted by: Angela Chamness

Instructions: Please enter the total number of Students that will take the assessments, by (1) Subject (2) Mode (CBT or Paper) and (3) Grade Level as indicated in each column.

**Fall/Winter Block Assessment Window (High School Assessments)**

\* CBT not available for Fall/Winter Block in 2014 only. Math I, Math II and Math III not available in Fall/Winter Block in 2014 only. The number of 3-8 Students for Fall/Winter Block should only include those students taking the High School level assessment.

	HS ELA		Algebra I		Algebra II		Geometry		Math I		Math II		Math III	
	CBT	Paper	CBT	Paper	CBT	Paper	CBT	Paper	CBT	Paper	CBT	Paper	CBT	Paper
3-8														
9														
10														
11		1,496												
12														

\* Gr. 11 ELA, Gr 9-12 Alg II: These estimated volumes are based on 9/2 email from Angela Chamness.

**Traditional Year Spring Assessment Window (Grade 3-8 Assessments)**

\* Unless otherwise negotiated between the parties, a student must take the ELA and Math Assessments via the same mode of testing (either CBT or PBT) and may not take one assessment via CBT and one assessment via PBT

	ELA		Math	
	CBT	Paper	CBT	Paper
3	59,852	89,778	59,852	89,778
4	60,357	90,535	60,357	90,535
5	59,688	89,531	59,688	89,531
6	59,915	89,872	59,915	89,872
7	60,627	90,941	60,627	90,941
8	60,724	91,085	60,724	91,085

**Traditional Year Spring Assessment Window (High School Assessments)**

\* Note: The number of 3-8 Students for the Traditional Year Spring Assessment Window should only include those taking the High School Level assessment.

	HS ELA		Algebra I		Algebra II		Geometry		Math I		Math II		Math III	
	CBT	Paper	CBT	Paper	CBT	Paper	CBT	Paper	CBT	Paper	CBT	Paper	CBT	Paper
3-8														
9														
10														
11	58,000	85,504			54,000	79,738								
12														

\* The anticipated counts for students taking Algebra II at a grade level other than grade 11 and for students taking Math III have been included in the Algebra II grade 11 count.

**Spring Block Assessment Window (High School Assessments)**

\* Note: The number of 3-8 Students for the Spring Block Assessment Window should only include those taking the High School Level assessment.

	ELA		Algebra I		Algebra II		Geometry		Math I		Math II		Math III	
	CBT	Paper	CBT	Paper	CBT	Paper	CBT	Paper	CBT	Paper	CBT	Paper	CBT	Paper
3-8														
9														
10														
11														
12														

\* Math III Gr 9-12: These estimated volumes are not currently available. We anticipate having an indication of the number of districts and schools offering block courses by mid-September.

**Summary of Annual State Student Testing Commitment**

	ELA		Math		
	CBT	Paper	CBT	Paper	
3-8	361,163	541,742	361,163	541,742	902,905
High School	58,000	87,000	54,000	81,000	280,000

Note: For the purpose of determining the Student Testing Volume Tier for an Annual Assessment Period, 1 high school test = 1/2 student

## STATE OF ILLINOIS FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading and within the step. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

- Vendor
- Vendor's Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000 (annual value)
- Subcontractor's Parent Entity(ies) (100% ownership) > \$50,000 (annual value)

Project Name	Illinois PARCC Assessment
Illinois Procurement Bulletin Number	n/a
Contract Number	n/a
Vendor Name	Educational Testing Service
Doing Business As (DBA)	ETS
Disclosing Entity	NCS Pearson, Inc.
Disclosing Entity's Parent Entity	PN Holdings
Subcontractor	Educational Testing Service
Instrument of Ownership or Beneficial Interest	Not-for-Profit Corporation <input type="checkbox"/> If you selected Other, please describe: <a href="#">Click here to enter text.</a>

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

**STEP 1**

**SUPPORTING DOCUMENTATION SUBMITTAL**

(All vendors complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B.  Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

2.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B.  Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

X  Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.



**FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS**

**STEP 2**

**DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)  
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

**OPTION A – Ownership Share and Distributive Income**

**Ownership Share** – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

<b>TABLE – X</b>			
<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>	<b>\$ Value of Ownership</b>
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**Distributive Income** – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

<b>TABLE – Y</b>			
<b>Name</b>	<b>Address</b>	<b>% of Distributive Income</b>	<b>\$ Value of Distributive Income</b>
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes  No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes  No

### OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Please see attached list	Address on attached
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

### STEP 3

#### DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$25,000)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Yes  No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: Click here to enter text.

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 4

#### PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?  Yes  No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor?  Yes  No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?  Yes  No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?  Yes  No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?  Yes  No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)?  Yes  No

### STEP 5

#### POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$25,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?  Yes  No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?  Yes  No

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?  Yes  No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?  Yes  No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office?  Yes  No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?  Yes  No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?  Yes  No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?  Yes  No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

### STEP 6

#### EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS**

**STEP 7**

**POTENTIAL CONFLICTS OF INTEREST  
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

(Complete only if bid, offer, or contract has an annual value over \$25,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: [Click here to enter text.](#)

1. Within the previous ten years, have you had debarment from contracting with any governmental entity?  Yes  No
2. Within the previous ten years, have you had any professional licensure discipline?  Yes  No
3. Within the previous ten years, have you had any bankruptcies?  Yes  No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings?  Yes  No
5. Within the previous ten years, have you had any criminal felony convictions?  Yes  No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. [Click here to enter text.](#)

**STEP 8**

**DISCLOSURE OF CURRENT AND PENDING CONTRACTS**

(Complete only if bid, offer, or contract has an annual value over \$25,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

Yes  No.

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
<a href="#">Click here to enter</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter</a>	<a href="#">Click here to enter</a>	<a href="#">Click here to enter text.</a>

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

text.		text.	text.	
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Please explain the procurement relationship: [Click here to enter text.](#)

### STEP 9

### SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit\*\* entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Educational Testing Service

Signature: \_\_\_\_\_

Date: November 5, 2014

Printed Name: John Oswald

Title: VP & COO-K12 Student Assessment Programs

Phone Number: 210-558-5633

Email Address: joswald@ets.org

\*\*Educational Testing Service is a non-profit 501(c)(3) corporation

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

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EDUCATIONAL TESTING SERVICE  
Rosedale Road, MS 18-J, Princeton, NJ 08541 U.S.A.

### BOARD OF TRUSTEES November 2014

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Ms. Michela English, Vice Chair  
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Dr. Beverly D. Tatum

Dr. Guadalupe Valdés

Dr. Georg Winckler

## STATE OF ILLINOIS STANDARD CERTIFICATIONS

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Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
  - the contract may be void by operation of law,
  - the State may void the contract, and
  - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.



6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Pub. Act No. 97-0895 (August 3, 2012)
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.

17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace
  - 20.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
  - 20.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor of indentured labor under penal sanction. 30 ILCS 583.
26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at ([www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa)). 30 ILCS 587.
30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional

detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.



Name of Certifying Entity: NCS Pearson, Inc.

Signature: \_\_\_\_\_



Date: May 30, 2014

Printed Name: Debra L. Risch

Title: Assistant Treasurer

Phone Number: (952) 681-3043

Email Address: deb.risch@pearson.com

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: NCS Pearson, Inc.

Business Name: NCS Pearson, Inc.

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number: [REDACTED]

Legal Status (check one):

- |   |   |
|---|---|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Governmental                           |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident alien                      |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/> Estate or trust                        |
| <input type="checkbox"/> Legal Services Corporation   | <input type="checkbox"/> Pharmacy (Non-Corp.)                   |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing<br>medical and/or health care services                | <input type="checkbox"/> Limited Liability Company              |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | (select applicable tax classification)                          |
|   | <input type="checkbox"/> D = disregarded entity                 |
|   | <input type="checkbox"/> C = corporation                        |
|   | <input type="checkbox"/> P = partnership                        |

Signature of Authorized Representative: [REDACTED]

*Asst. Treasurer*

Date: *May 30, 2014*

## STATE OF ILLINOIS

### FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

**This disclosure is submitted for:**

- Vendor
- Vendor's Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000
- Subcontractor's Parent Entity(ies) (100% ownership) > \$50,000

Project Name	Illinois PARCC Assessment
Illinois Procurement Bulletin Number	n/a
Contract Number	n/a
Vendor Name	NCS Pearson, Inc.
Doing Business As (DBA)	n/a
Disclosing Entity	NCS Pearson, Inc.
Disclosing Entity's Parent Entity	PN Holdings, Inc.
Subcontractor	n/a
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: n/a

## STEP 1

### SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

- 1.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B.  Attach a copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

- 2.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

- 3.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

- 4.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 4.B.  Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

## STEP 2

### DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

#### OPTION A – Ownership Share and Distributive Income

**Ownership Share** – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
PN Holdings, Inc.	5601 Green Valley Drive, Bloomington, MN 55437	100%	

**Distributive Income** – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
PN Holdings, Inc.	5601 Green Valley Drive, Bloomington, MN 55437	100%	



Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes  No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes  No

### OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address

### STEP 3

### DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$25,000)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Yes  No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract:

## STEP 4

### PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: NCS Pearson, Inc.

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?  Yes  No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor?  Yes  No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?  Yes  No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?  Yes  No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?  Yes  No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?  Yes  No

## STEP 5

### POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$25,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: NCS Pearson, Inc.

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?  Yes  No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?  Yes  No

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?  Yes  No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?  Yes  No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that?  Yes  No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?  Yes  No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?  Yes  No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?  Yes  No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

## STEP 6

### EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

**STEP 7**  
**POTENTIAL CONFLICTS OF INTEREST**  
**RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

(Complete only if bid, offer, or contract has an annual value over \$25,000)  
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: NCS Pearson, Inc.

1. Within the previous ten years, have you had debarment from contracting with any governmental entity?  Yes  No
2. Within the previous ten years, have you had any professional licensure discipline?  Yes  No
3. Within the previous ten years, have you had any bankruptcies?  Yes  No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings?  Yes  No
5. Within the previous ten years, have you had any criminal felony convictions?  Yes  No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual.

**STEP 8**  
**DISCLOSURE OF CURRENT AND PENDING CONTRACTS**

(Complete only if bid, offer, or contract has an annual value over \$25,000)  
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

Yes  No.

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
See Attachment "A"				

Please explain the procurement relationship: [Click here to enter text.](#)

**STEP 9**  
**SIGN THE DISCLOSURE**

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: NCS Pearson, Inc.

Signature: \_\_\_\_\_



Date: 5/28/2014

5/28/2014

Printed Name: Steven A. Wells

Title: Secretary and Senior Vice President

Phone Number: (952) 681-3193

Email Address: [steve.wells@pearson.com](mailto:steve.wells@pearson.com)

Name	Program Description or Acronym	Contract or PO #	Bid # or Contract Reference #	Project Title	Original Base Contract Start Date	Current Contract Term Date	Notes
	ICTS	base contract was pre acquisition; no contract #	base contract was pre acquisition; no contract #	Illinois Certification Testing System (ICTS)	2/4/2002	6/30/2014	Pearson develops and administers the Illinois Certification Testing System for individuals seeking teaching licensure in the State of Illinois.
	ISAT - IC	MY07645		Illinois Standards Achievement Test - Test Administration	6/28/2004	9/30/2014	Beginning with the 2007 testing cycle PEM will perform ISAT printing, distribution, editing, open response, scoring, and reporting for grades 3-8. Amend 7 signed by customer on 6/17/2010. Amend 9 signed by customer on 10/29/2010. Extension executed
	IAA	MY0664-10		Illinois Alternate Assessment	5/16/2006	12/1/2014	The IAA is currently administered, as are others of Illinois' assessments, in grades 3 through 8 and grade 11 for math and reading. The assessment in grades 4, 7 and 11 includes science. Writing will be administered to grades 5, 8 and 11, beginning in the spring of 2007. Writing assessments for grade 6 will begin with the 2008 administration and for grade 3, with the 2009 administration. Extension executed
	ISAT - SA	MY05647		Illinois Standards Achievement Test - Test Development	11/9/2004	9/30/2014	Development of custom test questions, SAT 10 test content, test booklet and answer document composition, psychometric services, scoring SAT 10 and custom items and extended constructed response items. Amend 8 signed by customer on 8/9/2010. Extension executed
Justice		DO108-006NC 412031	13NCS021	Ins Exam Eval and Admin	7/1/2013	6/30/2016	Provision of virtual learning courseware and professional development for virtual teacher.

**STATE OF ILLINOIS**  
**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

**This disclosure is submitted for:**

- Vendor
- Vendor's Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000
- Subcontractor's Parent Entity(ies) (100% ownership) > \$50,000

Project Name	Illinois PARCC Assessment
Illinois Procurement Bulletin Number	n/a
Contract Number	n/a
Vendor Name	NCS Pearson, Inc.
Doing Business As (DBA)	n/a
Disclosing Entity	PN Holdings, Inc.
Disclosing Entity's Parent Entity	n/a
Subcontractor	n/a
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: n/a



## STEP 1

### SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete (regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value or more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

- 1.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B.  Attach a copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

- 2.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

- 3.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

- 4.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 4.B.  Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.





## STEP 2

### DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)  
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

#### OPTION A – Ownership Share and Distributive Income

**Ownership Share** – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Green Wharf Limited	80 Strand, London, England	59.3%	
Pearson Education, Inc.	One Lake Street, Upper Saddle River, NJ 07458	40.0%	
Blue Wharf Limited	80 Strand, London, England	.7%	

**Distributive Income** – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
None			

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes  No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes  No

**OPTION B – Disclosure of Board of Directors (Not-for-Profits)**

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address

**STEP 3**

**DISCLOSURE OF LOBBYIST OR AGENT**

(Complete only if bid, offer, or contract has an annual value over \$25,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Yes  No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract:



## STEP 4

### PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: PN Holdings, Inc., Pearson Education, Inc. and Green Wharf Limited

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?  Yes  No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor?  Yes  No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?  Yes  No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?  Yes  No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?  Yes  No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?  Yes  No

## STEP 5

### POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$25,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: PN Holdings, Inc., Pearson Education, Inc. and Green Wharf Limited

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?  Yes  No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?  Yes  No

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?  Yes  No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?  Yes  No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that?  Yes  No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?  Yes  No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?  Yes  No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?  Yes  No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

## STEP 6

### EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)  
 (Subcontractors with subcontracting annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.



**STEP 7**  
**POTENTIAL CONFLICTS OF INTEREST**  
**RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

(Complete only if bid, offer, or contract has an annual value over \$25,000)  
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: PN Holdings, Inc., Pearson Education, Inc. and Green Wharf Limited (See Attachment "A")

1. Within the previous ten years, have you had debarment from contracting with any governmental entity?  Yes  No
2. Within the previous ten years, have you had any professional licensure discipline?  Yes  No
3. Within the previous ten years, have you had any bankruptcies?  Yes  No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings?  Yes  No
5. Within the previous ten years, have you had any criminal felony convictions?  Yes  No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual.

**STEP 8**  
**DISCLOSURE OF CURRENT AND PENDING CONTRACTS**

(Complete only if bid, offer, or contract has an annual value over \$25,000)  
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

Yes  No.

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Please explain the procurement relationship: [Click here to enter text.](#)

## STEP 9

### SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: PN Holdings, Inc. (parent of vendor NCS Pearson, Inc.)

Signature: \_\_\_\_\_

Date: 27 May 2014

Printed Name: Michael Fortini

Title: Vice President

Phone Number: (201) 767-5256

Email Address: Michael.fortini@pearson.com

## STATE OF ILLINOIS STANDARD CERTIFICATIONS

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Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
  - the contract may be void by operation of law,
  - the State may void the contract, and
  - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. ~~Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.~~
4. ~~Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.~~
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
- ~~8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.~~
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Pub. Act No. 97-0895 (August 3, 2012).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
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15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.



16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
- ~~19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.~~
20. Drug Free Workplace
  - 20.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
  - 20.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
- ~~27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.~~
28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the

then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at ([www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa)) 30 ILCS 587.
- ~~30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.~~

~~In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:~~

~~Vendor is not required to register as a business entity with the State Board of Elections.~~

~~or~~

~~Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.~~

31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

- A.  Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B.  Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.
- C.  Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

- D.  Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

33. ~~Vendor certifies that, for the duration of this contract it will:~~

- ~~• post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or~~
- ~~• will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or successor system; or is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).~~

**STATE OF ILLINOIS**  
**TAXPAYER IDENTIFICATION NUMBER**

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
  - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Educational Testing Service

Business Name: Educational Testing Service

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number: [REDACTED]

Legal Status (check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Governmental                           |
| <input type="checkbox"/> Sole Proprietor   | <input type="checkbox"/> Nonresident alien                      |
| <input type="checkbox"/> Partnership   | <input type="checkbox"/> Estate or trust                        |
| <input type="checkbox"/> Legal Services Corporation  | <input type="checkbox"/> Pharmacy (Non-Corp.)                   |
| <input checked="" type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing<br>medical and/or health care services     | <input type="checkbox"/> Limited Liability Company              |
| <input type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | (select applicable tax classification)                          |
|  | <input type="checkbox"/> D = disregarded entity                 |
|  | <input type="checkbox"/> C = corporation                        |
|  | <input type="checkbox"/> P = partnership                        |

Signature of Authorized Representative: [REDACTED]

Date: November 5, 2014

**Illinois State Board of Education**  
Contractual Agreement  
Contract No.  
Amendment No. 1

THIS AGREEMENT is made and entered into by and between the Illinois State Board of Education, hereinafter referred to as the "Procuring Agency," and **NCS Pearson Inc.**, hereinafter referred to as the "Contractor".

The purpose of this Amendment is to amend the scope of work and amend the Low Volume Tier pricing, as defined in SOW Attachment 3: Compensation, in contract year 1 such that the Low Volume Tier pricing will be used even if the student count does not meet the 5.5 million student threshold.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED TO INCLUDE THE FOLLOWING:

**1. CHANGE FROM: Original Contract**

**ARTICLE 2 – SCOPE OF WORK**

Reference the Redlined Proposal V.B.2.C.2: Blueprint Sets

1. Grades 3-11: reduce and refocus ELA/L item development and field test to support the PARCC summative assessment blueprints modified August, 2014. See Exhibit 1 for updated ELA item development counts. See Exhibit 2 for the revised blueprint test specifications for each grade as of August 2014.
2. For contract year one only, reduction of core operational online forms from 10 to 6 for ELA/L and mathematics assessments in grades 3-8, ELA/L assessments in grade 11, and Algebra 2.
3. For contract year one only, reduction of core operational online forms from 10 to 8 for grade 9 and 10 ELA/L assessments, Algebra I and Geometry.
4. For contract year one only, reduction of core operational online forms from 10 to 2 Integrated Math I, II, and III assessments.
5. For contract year one only, reduction of core operational paper forms from 6 to 4 in ELA/L and mathematics assessments in grades 3-8, ELA/L assessments for grades 9-11, Algebra 1, Geometry, and Algebra 2.
6. For contract year one only, reduction of core operational paper forms from 6 to 2 for Integrated Math I, II, and III assessments.
7. A vertical scale and vertical linking matrix forms will not be implemented in year 1 of the contract. The inclusion of vertical linking forms may be implemented beginning in year 2.
8. For contract year one only, reduction of matrix forms by 40%. A portion of this reduction will come from the delay in implementation of vertical linking forms. A detailed breakout will be agreed upon within one week after the Data Review meeting.
9. Reduction of paper based field test forms by up to 50% in contract year one. Preliminary results of the comparability study will be used to make final decisions within one week of the data review in time for spring test construction activities. At that time both parties may mutually agree to further reductions in the number of paper-based-field test forms.

Reference the Redlined Proposal V.B.2.A.: Assessment Administration

The contractor will combine spring block and spring traditional administration by providing an extended spring window to include block scheduling testers, versus two separate windows, allowing for up to 12 weeks for PBA and 8 weeks for EOY. PBA and EOY will continue to be separate administrations. This change applies to all four years of the price agreement.

Reference the Redlined Proposal V.F.3.A. Program Management Meetings

State lead and TAC meetings in the second quarter and third quarter of 2014 are removed from required meetings under this provision.

**SOW Attachment 3: Compensation**

- For contract year one only, the following pricing will be added to Table B to reflect the per student price if a student in grade 3-8 takes one grade-level assessments and one high school assessment (total of two tests).
- Both parties agree to negotiate pricing for this service for years two through four by May 1, 2015.

<b>Computer Based Test</b>	\$24.94
<b>Paper Based Test</b>	\$35.94

- Paragraph 23, Total Actual Compensation Reconciliation. Both parties agree to define “actual number of tests administered” by November 1, 2014.

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## STATE OF ILLINOIS STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
  - the contract may be void by operation of law,
  - the State may void the contract, and
  - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
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6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
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In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

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Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

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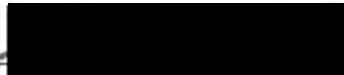
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detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.



Name of Certifying Entity: NCS Pearson, Inc.

Signature: \_\_\_\_\_



Date: May 30, 2014

Printed Name: Debra L. Risch

Title: Assistant Treasurer

Phone Number: (952) 681-3043

Email Address: deb.risch@pearson.com

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: NCS Pearson, Inc.

Business Name: NCS Pearson, Inc.

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number: [REDACTED]

Legal Status (check one):

Individual

Sole Proprietor

Partnership

Legal Services Corporation

Tax-exempt

Corporation providing or billing

medical and/or health care services

Corporation NOT providing or billing

medical and/or health care services

Governmental

Nonresident alien

Estate or trust

Pharmacy (Non-Corp.)

Pharmacy/Funeral Home/Cemetery (Corp.)

Limited Liability Company

(select applicable tax classification)

D = disregarded entity

C = corporation

P = partnership

Signature of Authorized Representative: \_\_\_\_\_

Date: *May 30, 2014*

*Asst. Treasurer*

Amendment 1, Exhibit 1: Updated ELA Development Counts (09/19/14)

Revised year 1 Development -- Aug Blueprint change

No change in passages to committee

Year 1

2 Blueprints (FT 3 BP), except additional BP for grades 9 and 10

PBA											
PBA						EOY					
EBSR	TECR	PCR	Passages	EBSR	TECR	PCR	Passages	EBSR	TECR	PCR	Passages
Total Items Field Tested	Total Items Field Tested	Total Items Field Tested	Total Items Field Tested	Total Items Field Tested	Total Items Field Tested	Total Items Field Tested	Total Items Field Tested	Total Items Field Tested	Total Items Field Tested	Total Items Field Tested	Total Items Field Tested
3	60	24	18	15	45	18	0	6	6	0	6
4	69	24	18	18	45	18	0	6	6	0	6
5	69	24	18	18	45	18	0	6	6	0	6
6	69	24	18	18	75	30	0	15	15	0	15
7	69	24	18	18	75	30	0	15	15	0	15
8	69	24	18	18	75	30	0	15	15	0	15
9	92	32	24	24	100	40	0	20	20	0	20
10	92	32	24	24	100	40	0	20	20	0	20
11	69	24	18	18	75	30	0	15	15	0	15
total	658	232	174	171	635	254	0	118	118	0	118

Year 2, 3, 4 Development counts -- Aug Blueprint change

PBA

EOY

PBA											
PBA						EOY					
EBSR	TECR	PCR	Passages	EBSR	TECR	PCR	Passages	EBSR	TECR	PCR	Passages
Total Items Field Tested	Total Items Field Tested	Total Items Field Tested	Total Items Field Tested	Total Items Field Tested	Total Items Field Tested	Total Items Field Tested	Total Items Field Tested	Total Items Field Tested	Total Items Field Tested	Total Items Field Tested	Total Items Field Tested
3	120	48	36	30	90	36	0	12	12	0	12
4	138	48	36	36	90	36	0	12	12	0	12
5	138	48	36	36	90	36	0	12	12	0	12
6	138	48	36	36	150	60	0	30	30	0	30
7	138	48	36	36	150	60	0	30	30	0	30

(4 blueprints -- FT 6 BP, except additional BP gr 9-10)

8	138	48	36	36	150	60	0	30
9	161	56	42	42	175	70	0	35
10	161	56	42	42	175	70	0	35
11	138	48	36	36	150	60	0	30
total	1270	448	336	330	1220	488	0	226

Amendment 1 Exhibit 2: Grade 3 Common Form Specifications (PBA and MY): Operational<sup>2</sup> (Total Reading Pts. = 40; Total Writing Pts. = 36; Total CCR Pts. = 76)

Task Type	# of Passages	Claims/Sub-Claims	Item Types		# of PCRS	Maximum # of Points from PCRS	Task Models Applicable: Standards measured	Task Models to be Developed (# of each TBD)	# of Items/ points for each level of complexity from EBSR/TECR items		
			# of EBSR/TECR items (total points) *in LA Task 2 items are TECRS * in RS Task 2 items are TECRS *in NW Task 1 item is a TECR								
<b>A</b> Literature Analysis Task—for a given form, choose only one task model	2  *1 short text *1 extended text	Reading Literature	4 (8)		1	3	3A1: Analysis of the contribution of illustrations. RL 1, 2, 3, 7 3A2: Central idea/lesson of literature from diverse cultures. RL 1, 2, 3 3A3: Characterization in a story. RL 1, 2, 3, 7 3A4: Author's study including analysis of illustration. RL 1, 2, 3, 7, 9	3A1 3A2 3A3 3A4			
			Reading Vocabulary	2 (4)		0			RL 4 and L 4, 5, 6 (any combination)		
			Writing Written Expression	0		9			W 1 and/or W 2 W 4, 5, 6, 7, 8, 10		
			Writing Knowledge Language and Conventions	0		3			L 1, 2, 3, 6		
<b>B</b> Research Simulation Task—for a given form, choose only one task model	2  *1 short text *1 extended text  *See table for	Reading Information	4 (8)		1	3	3B1: Analyzing the relationship between a series of concepts. RI 1, 2, 3, 9 3B2: Analyzing the role of illustrations. RI 1, 2, 5, 7, 8, 9 3B3: Comparing and contrasting important points/key details. RI 1, 2, 8, 9	3B1 3B2 3B3			
			Reading Vocabulary	2 (4)		0			RI 4 and L 4, 5, 6 (any combination)		
			Writing Written Expression	0		9			W 1 and/or W 2 focus W 4, 5, 6, 7, 8, 10		

<sup>1</sup> NOTE—One task per computer-based form on both the MY and PBA assessments will use a digital source as a text stimulus

<sup>2</sup> NOTE—PARCC's aim is to assess all standards with even distribution while balancing informational and literary text. When putting forms together, the goal is to approximate the balance of informational and literary text as per the CCSSO criteria.

Exhibit 2

	word count guidelines	Writing Knowledge Language and Conventions	0		3	L 1, 2, 3, 6		
<b>C</b> Narrative Writing Task—for a given form, choose only one task model	<b>1</b> * short text *See table for word count guidelines	Reading (major claim)	5 (10)	1	0	C1: Narrative Story: Any combination of RL standards 1, 2, 3, 5, 7, 9 C2: Narrative description (MV only): Any combination of RI standards 1, 2, 3, 5, 7, 9	C1 C2	
		Reading Vocabulary	0		0			NA
		Writing Written Expression	0		9			W 3 and/or W 2 focus W 4, 5, 6, 7, 8, 10
		Writing Knowledge Language and Conventions	0		3			L 1, 2, 3, 6
<b>Totals</b>	5	NA	17 (34) Reading	3	6 Reading 36 Writing	NA	9 Task Models	



Word Count Guidelines<sup>1</sup>

PARCC has established the following word count guidelines for each grade span to inform passage selection.

**Table 1. Minimum/Maximum Passage Lengths by Grade Band**

<b>Grade Band</b>	<b>Minimum/Maximum Passage Length for Literary and Informational Text/Literary Nonfiction</b>
<b>3 – 5</b>	<b>200 – 800 words</b>
<b>6 – 8</b>	<b>400 – 1,000 words</b>
<b>9 – 11</b>	<b>500 – 1,500 words</b>

It should be noted too that for the Mid-Year Assessment and Performance-Based Assessments, the text selected for the first session of the Research Simulation Task and one of the literary texts selected for the Literary Analysis Task should be closer to the end of the word count range<sup>2</sup> listed for the grade band than to the beginning of the range<sup>3</sup> for that grade band.

<sup>1</sup> Passage Selection Guidelines for Assessing CCSS ELA

<sup>2</sup> A text that is closer to the end of the word count range for a listed grade band is considered an extended text.

<sup>3</sup> A text that is closer to the beginning of the word count range for a listed grade band is considered a short text.

Grade 3 Common Form Specifications (EOY): Operational (Total Reading and CCR Pts. = 26) DRAFT

	# of Texts	Type of Text	Standards to Measure	Claims/Sub-Claims	Item Types
					# EBSR/TECR items (total points) *8 items are TECRS *18 items are EBSRS
	1 short/medium text 200-400 words	Literary	RL 2, 3, 5, 7 (any combination)  RL 4 and L 4, 5, 6 (any combination)	Reading/Reading Literature  Reading/Reading Vocabulary	4 (8)  1 (2)
	1 medium/long text 400-800 words	Informational	RI 2, 3, 5, 7, 8 (any combination)  RI 4 and L 4, 5, 6 (any combination)	Reading/Reading Information  Reading/Reading Vocabulary	7 (14)  1(2)
<b>Totals</b>			NA	NA	1 (26)

Exhibit 2: Grade 4 Common Form Specifications (PBA and MY)<sup>3</sup>: Operational<sup>4</sup> (Total Reading Pts. = 46; Total Writing Pts. = 36; Total CCR Pts. = 82)

Task Type	# of Passages	Claims/Sub-Claims	Item Types		# of PCRS	Maximum # of Points from PCRS	Task Models Applicable: Standards measured	Task Models to be Developed (# TBD)	# of items/ points for each level of complexity from EBSR/TECR items
			# of EBSR/TECR items (total points) *in LA Task 2 items are TECRS * in RS Task 2 items are TECRS *in NW Task 1 item is a TECR	# of PCRS					
<b>A</b> Literature Analysis Task—for a given form, choose only one task model	2 *1 short text *1 extended text *See table for word count guidelines	Reading Literature  Reading Vocabulary Writing Written Expression Writing Knowledge Language and Conventions	4 (8)		1	3	4A1: Analysis of structural elements. RL 1, 2, 3, 5 4A2: Central idea/lesson. RL 1, 2, 3, 5 4A3: Character(s), setting(s), or event(s) RL 1, 2, 3, 5 4A4: Author's study. RL 1, 2, 3, 5, 9 4A5: Connecting a text and a companion visual or oral presentation of that text RL 1, 2, 3, 7	4A1 4A2 4A3 4A4 4A5	
			2 (4)						0
			0						9
			0						W 1 and/or W 2 W 4, 5, 6, 7, 8, 9, 10
			0						W 1 and/or W 2 W 4, 5, 6, 7, 8, 9, 10
<b>B</b> Research Simulation Task—for a given form, choose only one task model	3 *2 short text *1 extended text *See table for word count guidelines	Reading Information  Reading Vocabulary Writing Written Expression Writing Knowledge Language and Conventions	6 (12)		1	3	4B1: Analyzing the relationship between a series of concepts. RI 1, 2, 3, 5, 6, 8, 9 4B2: Analyzing the role of illustrations. RI 1, 2, 3, 5, 6, 7, 8, 9 4B3: Analyzing first and second hand accounts. RI 1, 2, 3, 5, 6, 9 4B4: Analyzing authors' use of evidence. RI 1, 2, 3, 5, 8	4B1 4B2 4B3 4B4	
			3 (6)						0
			0						9
			0						W 1 and/or W 2 focus W 4, 5, 6, 7, 8, 9, 10
			0						W 1 and/or W 2 focus W 4, 5, 6, 7, 8, 9, 10

<sup>3</sup> NOTE—One task per computer-based form on both the MY and PBA assessments will use a digital source as a text stimulus

<sup>4</sup> NOTE—PARCC's aim is to assess all standards with even distribution while balancing informational and literary text. When putting forms together, the goal is to approximate the balance of informational and literary text as per the CCSSO criteria.

<b>C</b> Narrative Writing Task—for a given form, choose only one task model	<b>1</b> * short text  *See table for word count guidelines	Reading (major claim)	5 (10)	1	0	C1: Narrative Story: Any combination of RL standards 1, 2, 3, 5, 7, 9 C2: Narrative description (MY only): Any combination of RI standards 1, 2, 3, 5, 7, 9	C1 C2
		Reading Vocabulary	0		0		
		Writing Written Expression	0		9		
		Writing Knowledge Language and Conventions	0		3		
<b>Totals</b>	6	NA	20 (40) Reading	3	6 Reading 36 Writing	NA	11 Task Models

Word Count Guidelines<sup>1</sup>

PARCC has established the following word count guidelines for each grade span to inform passage selection.

Table 1. Minimum/Maximum Passage Lengths by Grade Band

Grade Band	Minimum/Maximum Passage Length for Literary and Informational Text/Literary Nonfiction
3 – 5	200 – 800 words
6 – 8	400 – 1,000 words
9 – 11	500 – 1,500 words

It should be noted too that for the Mid-Year Assessment and Performance-Based Assessments, the text selected for the first session of the Research Simulation Task and one of the literary texts selected for the Literary Analysis Task should be closer to the end of the word count range<sup>2</sup> listed for the grade band than to the beginning of the range<sup>3</sup> for that grade band.

<sup>1</sup> Passage Selection Guidelines for Assessing CCSS ELA

<sup>2</sup> A text that is closer to the end of the word count range for a listed grade band is considered an extended text.

<sup>3</sup> A text that is closer to the beginning of the word count range for a listed grade band is considered a short text.

Grade 4 Common Form Specifications (EOY): Operational (Total Reading and CCR Pts. = 26) DRAFT

	# of Texts	Type of Text	Standards to Measure	Claims/Sub-Claims	Item Types
					# EBSR/TECR items (total points) *8 items are TECRS *18 items are EBSRS
	1 short/medium text 200-400 words	Literary	RL 2, 3, 5, 6 (any combination)  RL 4 and L 4, 5, 6 (any combination)	Reading/Reading Literature  Reading/Reading Vocabulary	4 (8)  1 (2)
	1 medium/long length text 400-800 words	Informational	RI 2, 3, 5, 6, 8, 9 (any combination)  RI 4 and L 4, 5, 6 (any combination)	Reading/Reading Information  Reading/Reading Vocabulary	7 (14)  1 (2)
<b>Totals</b>			NA	NA	13 (26)

Exhibit 1: Grade 5 Common Form Specifications (PBA and MY)<sup>5</sup>: Operational<sup>6</sup> (Total Reading Pts. = 46; Total Writing Pts. = 36; Total CCR Pts. = 82)

Task Type	# of Passages	Claims/Sub-Claims	Item Types		Maximum # of Points from PCRS	Task Models Applicable: Standards measured	Task Models to be Developed (# TBD)	# of Items/ points for each level of complexity from EBSR/TECR items
			# of EBSR/TECR items (total points) *in LA Task 2 items are TECRS * in RS Task 2 items are TECRS *in NW Task 1 item is a TECR	# of PCRS				
<b>A</b> Literature Analysis Task—for a given form, choose only one task model	2  *1 short text *1 extended text	Reading Literature	4 (8)	1	3	5A1: Influence of narrator's or speaker's point of view. RL 1, 2, 3, 5, 6 5A2: Central idea/lesson of literature. RL 1, 2, 3, 5 5A3: Comparison of character(s), setting(s), or event(s). RL 1, 2, 3, 5 5A4: Comparing themes and topics. RL 1, 2, 3, 5, 9 5A5: Analysis of visual and multimedia elements RL 1, 2, 3, 7	SA1 SA2 SA3 SA4 SA5	
			2 (4)		0			0
			0		9			
			0		3			
			0		3			
<b>B</b> Research Simulation Task—for a given form, choose only one task model	3  *2 short text *1 extended text	Reading Information	6 (12)	1	3	5B1: Analyzing the relationship between a series of concepts. RI 1, 2, 3, 5, 6, 8, 9 5B2: Analyzing the role of illustrations. RI 1, 2, 3, 5, 6, 7, 8, 9 5B3: Analyzing multiple accounts. RI 1, 2, 3, 5, 6, 7, 8, 9 5B4: Analyzing author's use of evidence. RI 1, 2, 3, 5, 8	SB1 SB2 SB3 SB4	
			3 (6)		0			0
			0		9			
			0		3			
			0		3			
			0		3			
			0		3			

<sup>5</sup> NOTE—One task per computer-based form on both the MY and PBA assessments will use a digital source as a text stimulus

<sup>6</sup> NOTE—PARCC's aim is to assess all standards with even distribution while balancing informational and literary text. When putting forms together, the goal is to approximate the balance of informational and

<b>C</b> Narrative Writing Task—for a given form, choose only one task model	1 * short text  *See table for word count guidelines	Reading (major claim)		5 (10)		5C1: Narrative Story: Any combination of RL standards 1, 2, 3, 4, 5, 7, 9 5C2: Narrative description (MY only): Any combination of RI standards 1, 2, 3, 4, 5, 7, 9			
		Reading Vocabulary		0					
		Writing Written Expression		0	1	9	W 3 and/or W 2 focus W 4, 5, 6, 7, 8, 9, 10	C1 C2	
		Writing Knowledge Language and Conventions		0		3	L 1, 2, 3, 6		
<b>Totals</b>	6	NA	20 (40) Reading	3	6 Reading 36 Writing	NA	11 Task Models		

Word Count Guidelines<sup>1</sup>

PARCC has established the following word count guidelines for each grade span to inform passage selection.

Table 1. Minimum/Maximum Passage Lengths by Grade Band

Grade Band	Minimum/Maximum Passage Length for Literary and Informational Text/Literary Nonfiction
3 – 5	200 – 800 words
6 – 8	400 – 1,000 words
9 – 11	500 – 1,500 words

It should be noted too that for the Mid-Year Assessment and Performance-Based Assessments, the text selected for the first session of the Research Simulation Task and one of the literary texts selected for the Literary Analysis Task should be closer to the end of the word count range<sup>2</sup> listed for the grade band than to the beginning of the range<sup>3</sup> for that grade band.

<sup>1</sup> Passage Selection Guidelines for Assessing CCSS ELA

<sup>2</sup> A text that is closer to the end of the word count range for a listed grade band is considered an extended text.

<sup>3</sup> A text that is closer to the beginning of the word count range for a listed grade band is considered a short text.

Grade 5 Common Form Specifications (EOY): Operational (Total Reading and CCR Pts. = 26) DRAFT

	# of Texts	Type of Text	Standards to Measure	Claims/Sub-Claims	Item Types
					# EBSR/TECR items (total points) *8 items are TECRs *18 items are EBSRs
	1 short/medium text 200-400 words	Literary	RL 2, 3, 5, 6 (any combination)  RL 4 and L 4, 5, 6 (any combination)	Reading/Reading Literature  Reading/Reading Vocabulary	4 (8)  1 (2)
	1 medium/long length text 400-800 words	Informational	RI 2, 3, 5, 6, 8, 9 (any combination)  RI 4 and L 4, 5, 6 (any combination)	Reading/Reading Information  Reading/Reading Vocabulary	7 (14)  1 (2)
<b>Totals</b>			NA	NA	13 (26)



Exhibit 2: Grade 6 Common Form Specifications (PBA and MY)<sup>7</sup>: Operational<sup>8</sup> (Total Reading Pts. = 48; Total Writing Pts. = 45; Total CCR Pts. = 93)

Task Type	# of Passages	Claims/Sub-Claims	Item Types		# of PCRS	Maximum # of Points from PCRS	Task Models Applicable: Standards measured	Task Models to be Developed	# of items/level of complexity from EBSR/TECR items
			# of EBSR/TECR items (total points) *in LA Task * in RS Task 2 items are TECRS *in NW Task 1 item is a TECR						
<b>A</b> Literature Analysis Task—for a given form, choose only one task model	2 *1 short text *1 extended text	Reading Literature	4 (8)		1	4	6A1: Contribution of one section to theme, setting or plot RL 1, 2, 3, 5, 6 6A2: Central idea/lesson of literature RL 1, 2, 3, 5 6A3: Analysis of plot and characterization. RL 1, 2, 3, 5 6A4: Comparing themes and topics. RL 1, 2, 3, 5, 9 6A5: Comparing a print text to a multimedia version of that text RL 1, 2, 3, 7 6A6: Point of view of narrator or speaker RL 1, 2, 3, 6	6A1	
			2 (4)			0		6A2	
			0			12		6A3 6A4 6A5	
<b>B</b> Research Simulation Task—for a given form, choose only one task model	3 *2 short text *1 extended text *See table for word count guidelines	Reading Information	6 (12)		1	4	6B1: Focus on point of view and purpose. RI 1, 2, 3, 5, 6, 9 6B2: Focus on point of view and purpose. RH 1, 2, 3, 5, 6, 9 6B3: Focus on point of view and purpose. RST 1, 2, 3, 5, 6, 9 6B4: Use of illustrations and other visuals. RI 1, 3, 5, 6, 7, 8, 9 6B5: Use of illustrations and other visuals. RH 1, 3, 5, 6, 7, 8, 9 6B6: Use of illustrations and other visuals. RST 1, 3, 5, 6, 7, 8, 9 6B7: Analysis of argument. RI 1, 2, 3, 5, 6, 8, 9 6B8: Analysis of argument. RH 1, 2, 3, 5, 6, 8, 9 6B9: Analysis of argument. RST 1, 2, 3, 5, 6, 8, 9 6B10: Relationship of ideas. RI 1, 2, 3, 5, 6, 9 6B11: Relationship of ideas. RH 1, 2, 3, 5, 6, 9 6B12: Relationship of ideas. RST 1, 2, 3, 5, 6, 9	6B1 6B2 6B3 6B4 6B5 6B6 6B7 6B8 6B9 6B10 6B11 6B12	
			0			3			
			0			3			

<sup>7</sup> NOTE—One task per computer-based form on both the MY and PBA assessments will use a digital source as a text stimulus

<sup>8</sup> NOTE—PARCC's aim is to assess all standards with even distribution while balancing informational and literary text. When putting forms together, the goal is to approximate the balance of informational and literary text as per the CCSSO criteria.

<b>C</b> Narrative Writing Task—for a given form, choose only one task model	1 * short text *See table for word count guidelines	Reading Vocabulary	3 (6)			6B13: Analysis of primary and secondary sources RH 1, 2, 3, 5, 6, 9 6B14: Comparison of information gained from various sources RST 1, 2, 3, 5, 6, 9	6B13 6B14	
		Writing	0			RI 4, RH 4, RST 4 and L 4, 5, 6 (any combination)		
		Written Expression	0	12		W 1 and/or W 2 focus W 4, 5, 6, 7, 8, 9, 10		
		Language and Conventions	0	3		L 1, 2, 3, 6		
<b>Totals</b>	6	NA	20 (40) Reading	3	8 Reading 45 Writing	NA	21 Task Models	
		Reading (major claim)	5(10)		0	C1: Narrative Story: Any combination of RI standards 1, 2, 3, 5, 7, 9 C2: Narrative description (MY only): Any combination of RI standards 1, 2, 3, 5, 7, 9	C1 C2	
		Reading Vocabulary	0		0	NA		
		Writing Written Expression	0		12	W 3 and/or W 2 focus W 4, 5, 6, 7, 8, 9, 10		
Writing Knowledge Language and Conventions	0		3	L 1, 2, 3, 6				

PARCC has established the following word count guidelines for each grade span to inform passage selection.

**Table 1. Minimum/Maximum Passage Lengths by Grade Band**

Grade Band	Minimum/Maximum Passage Length for Literary and Informational Text/Literary Nonfiction
3 – 5	200 – 800 words
6 – 8	400 – 1,000 words
9 – 11	500 – 1,500 words

It should be noted too that for the Mid-Year Assessment and Performance-Based Assessments, the text selected for the first session of the Research Simulation Task and one of the literary texts selected for the Literary Analysis Task should be closer to the end of the word count range<sup>2</sup> listed for the grade band than to the beginning of the range<sup>3</sup> for that grade band.

<sup>1</sup> Passage Selection Guidelines for Assessing CCSS ELA

<sup>2</sup> A text that is closer to the end of the word count range for a listed grade band is considered an extended text.

<sup>3</sup> A text that is closer to the beginning of the word count range for a listed grade band is considered a short text.

Grade 6 Common Form Specifications (EOY): Operational (Total Reading and CCR Pts. = 44) DRAFT

	# of Texts	Type of Text	Standards to Measure	Claims/Sub-Claims	Item Types
					# EBSR/TECR Items (total points) *8 items are TECRS *18 items are EBSRS
	1 short/medium text 400-600 words	Literary	RL 2, 3, 5, 6 (any combination) RL 4 and L 4, 5, 6 (any combination)	Reading/Reading Literature Reading/Reading Vocabulary	4 (8) 1 (2)
	2 paired texts <sup>9</sup> 600-1000 words	Literary and/or Informational	RL 2, 3, 5, 6, 9 (any combination) RL 4 and L 4, 5, 6 (any combination)	Reading/ Major Claim Reading/Reading Vocabulary	5 (10) 1 (2)
	1 short/medium text 400-600 words	Informational	RI, RH, RST 2, 3, 5, 6, 8 (any combination) RI 4, RH 4, RST 4 and L 4, 5, 6 (any combination)	Reading/Reading Information Reading/Reading Vocabulary	4 (8) 1(2)
	1 medium/long length text 600-1000 words	1 that is History/SS (RH focused) or Science/Technical (RST focused) 1 that is RI, RH or RST focused	RI, RH, RST 2, 3, 5, 6, 8, 9 (any combination) RI 4, RH 4, RST 4 and L 4, 5, 6 (any combination)	Reading/Reading Information Reading/Reading Vocabulary	5 (10) 1 (2)
<b>Totals</b>			NA	NA	22 (44)

<sup>9</sup> Note- See Text Selection Guidelines for Assessing CCSS ELA for more information about pairing passages. At each grade level, each student will read one set of paired texts. The pairing may be two literary texts or two informational texts or one literary and one informational text. Note, points for the paired passage set will be reported at the Reading Major Claim level. The paired texts together should have a word count similar to that of a medium/long length text.

Exhibit 2: Grade 7 Common Form Specifications (PBA and MY)<sup>10</sup>: Operational<sup>11</sup> (Total Reading Pts. = 48; Total Writing Pts. = 45; Total CCR Pts. = 93

Task Type	# of Passages	Claims/Sub-Claims	Item Types		Maximum # of Points from PCRS	Task Models Applicable: Standards measured	Task Model to be Developed	# of items/points for each level of complexity from EBSR/TECR items
			# of EBSR/TECR items (total points) *In LA Task 2 items are TECRS * in RS Task 2 items are TECRS *in NW Task 1 item is a TECR	# of PCRS				
<b>A</b> Literature Analysis Task—for a given form, choose only one task model	2	Reading Literature	4(8)	1	4	7A1: Analyzing point of view. RL 1, 2, 3, 5, 6 (Phase 1 only) 7A2: Central idea/lesson of literature. RL 1, 2, 3, 5 7A3: Interaction of story elements. RL 1, 2, 3, 5 7A4: Comparison of techniques in print text and multimedia. RL 1, 2, 3, 7 7A5: Influence of narrator's or speaker's point of view. RL 1, 2, 3, 6 7A6: Effects of structure or form on meaning in poetry or drama. RL 1, 2, 3, 5 7A7: Interaction of story elements. RL 1, 2, 3, 6 RL 4 and L 4, 5, 6 (any combination)	7A4 7A2 7A3 7A4 7A5 7A6 7A7	
					0			
					12			
					3			
<b>B</b> Research Simulation Task—for a given form, choose only one task model	3	Reading Information	6(12)	1	4	7B1: Focus on point of view and purpose. RI 1, 2, 3, 5, 6, 9 7B2: Focus on point of view and purpose. RH 1, 2, 3, 5, 6, 9 7B3: Focus on point of view and purpose. RST 1, 2, 3, 5, 6, 9 7B4: Use of illustrations and other visuals. RI 1, 3, 5, 6, 7, 8, 9 7B5: Use of illustrations and other visuals. RH 1, 3, 5, 6, 7, 8, 9 7B6: Use of illustrations and other visuals. RST 1, 3, 5, 6, 7, 8, 9 7B7: Analysis of argument. RI 1, 2, 3, 5, 6, 8, 9 7B8: Analysis of argument. RHI 1, 2, 3, 5, 6, 8, 9 7B9: Analysis of argument. RSTI 1, 2, 3, 5, 6, 8, 9 7B10: Relationship of ideas. RI 1, 2, 3, 5, 6, 9 7B11: Relationship of ideas. RH 1, 2, 3, 5, 6, 9	7B1 7B2 7B3 7B4 7B5 7B6 7B7 7B8 7B9 7B10 7B11	
					0			
					0			
					3			

<sup>10</sup> NOTE—One task per computer-based form on both the MY and PBA assessments will use a digital source as a text stimulus

<sup>11</sup> NOTE—PARCC's aim is to assess all standards with even distribution while balancing informational and literary text. When putting forms together, the goal is to approximate the balance of informational and literary text as per the CCSSO criteria.

C Narrative Writing Task—for a given form, choose only one task model	1 * short text	NA	20 (40) Reading	3	8 Reading 45 Writing	NA	7B12: Relationship of ideas. RST1 1, 2, 3, 5, 6, 9	7B12			
							Reading Vocabulary	3 (6)	0	7B13: Analysis of primary and secondary sources. RH 1, 2, 3, 5, 6, 9	7B13
							Writing		12	7B14: Comparison of information gained from various sources. RST 1, 2, 3, 5, 6, 9	7B14
							Written Expression	0	0	RI 4, RH 4, RST 4 and L 4, 5, 6 (any combination)	
C Narrative Writing Task—for a given form, choose only one task model	1 * short text	NA	20 (40) Reading	3	8 Reading 45 Writing	NA	W 1 and/or W 2 focus				
							Writing Knowledge Language and Conventions	0	3	W 4, 5, 6, 7, 8, 9, 10	
							Reading Vocabulary (major claim)	5(10)	3	L 1, 2, 3, 6	
C Narrative Writing Task—for a given form, choose only one task model	1 * short text	NA	20 (40) Reading	3	8 Reading 45 Writing	NA	W 3 and/or W 2 focus	C1			
							Reading Vocabulary	0	0	W 4, 5, 6, 7, 8, 9, 10	C2
							Writing Knowledge Language and Conventions	0	3	L 1, 2, 3, 6	
<b>Totals</b>	6	NA	20 (40) Reading	3	8 Reading 45 Writing	NA	22 Task Models				

Word Count Guidelines<sup>1</sup>

PARCC has established the following word count guidelines for each grade span to inform passage selection.

Table 1. Minimum/Maximum Passage Lengths by Grade Band

Grade Band	Minimum/Maximum Passage Length for Literary and Informational Text/Literary Nonfiction
3 – 5	200 – 800 words
6 – 8	400 – 1,000 words
9 – 11	500 – 1,500 words

It should be noted too that for the Mid-Year Assessment and Performance-Based Assessments, the text selected for the first session of the Research Simulation Task and one of the literary texts selected for the Literary Analysis Task should be closer to the end of the word count range<sup>2</sup> listed for the grade band than to the beginning of the range<sup>3</sup> for that grade band.

<sup>1</sup> Passage Selection Guidelines for Assessing CCSS ELA

<sup>2</sup> A text that is closer to the end of the word count range for a listed grade band is considered an extended text.

<sup>3</sup> A text that is closer to the beginning of the word count range for a listed grade band is considered a short text.

	# of Texts	Type of Text	Standards to Measure	Claims/Sub-Claims	Item Types
					# EBSR/TECR Items (total points) * 8 items are TECRs * 18 items are EBSRS
Grade					
7					
6					
5					
4					
3					
2					
1					
Elementary					

Specifications (EOY): Operational (Total Reading and CCR Pts. = 44) DRAFT

Exhibit 2

<p>1 short/medium text 400-600 words</p>	<p>Literary</p>	<p>RL 2, 3, 5, 6 (any combination) RL 4 and L 4, 5, 6 (any combination)</p>	<p>Reading/Reading Literature Reading/Reading Vocabulary</p>	<p>4 (8) 1 (2)</p>
<p>2 paired texts<sup>12</sup> 600-1000 words</p>	<p>Literary and/or Informational</p>	<p>RL 2, 3, 5, 6, 9 (any combination) RL and L 4, 5, 6 (any combination)</p>	<p>Reading/Major Claim Reading/Reading Vocabulary</p>	<p>5 (10) 1 (2)</p>
<p>1 short/medium text 400-600 words</p>	<p>Informational 1 that is History/SS (RH focused) or Science/Technical (RST focused)</p>	<p>RI, RH, RST 2, 3, 5, 6, 8 (any combination) RI 4, RH 4, RST 4 and L 4, 5, 6 (any combination)</p>	<p>Reading/Reading Information Reading/Reading Vocabulary</p>	<p>4 (8) 1(2)</p>
<p>1 medium/long length text 600-1000 words</p>	<p>1 that is RI, RH or RST focused</p>	<p>RI, RH, RST 2, 3, 5, 6, 8, 9 (any combination) RI 4, RH 4, RST 4 and L 4, 5, 6 (any combination)</p>	<p>Reading/Reading Information Reading/Reading Vocabulary</p>	<p>5 (10) 1 (2)</p>
<p><b>Totals</b></p>		<p>NA</p>	<p>NA</p>	<p>22(44)</p>

<sup>12</sup> Note- See Text Selection Guidelines for Assessing CCSS ELA for more information about pairing passages. At each grade level, each student will read one set of paired texts. The pairing may be two literary texts or two informational texts or one literary and one informational text. Note, points for the paired passage set will be reported at the Reading Major Claim level. The paired texts together should have a word

Exhibit 2: Grade 8 Common Form Specifications (PBA and MY)<sup>13</sup>: Operational<sup>14</sup> (Total Reading Pts. = 48; Total Writing Pts. = 45; Total CCR Pts. = 93)

Task Type	# of Passages	Claims/Sub-Claims	Item Types		Maximum # of Points from PCRS	Task Models Applicable: Standards measured	Task Models to be Developed	# of items/level of complexity from EBSR/TECR items
			# of EBSR/TECR items (total points) *in LA Task 2 items are TECRS *in RS Task 2 items are TECRS *in NW Task 1 item is a TECR	# of PCRS				
<b>A</b> Literature Analysis Task—for a given form, choose only one task model	2 *1 short text *1 extended text	Reading Literature	4 (8)		4	8A1: Differences in point of view of characters RL 1, 2, 3, 5, 6 8A2: Central idea/lesson of literature RL 1, 2, 3, 5 8A3: Effect of dialogue on events. RL 1, 2, 3, 5 8A4: Analysis of themes, patterns of events or character types RL 1, 2, 3, 5, 9 8A5: Analysis of a filmed production RL 1, 2, 3, 7	8A1 8A2 8A3 8A4 8A5	
			2 (4)		0			
			0		12			
			0		3			
<b>B</b> Research Simulation Task—for a given form, choose only one task model	3 *2 short text *1 extended text	Reading Information	6 (12)		1	8B1: Focus on point of view and purpose RI 1, 2, 3, 5, 6, 9 8B2: Focus on point of view and purpose. RH 1, 2, 3, 5, 6, 9 8B3: Focus on point of view and purpose. RST 1, 2, 3, 5, 6, 9 8B4: Use of illustrations and other visuals. RI1, 3, 5, 6, 7, 8, 9 8B5: Use of illustrations and other visuals. RH 1, 3, 5, 6, 7, 8, 9 8B6: Use of illustrations and other visuals. RST 1, 3, 5, 6, 7, 8, 9 8B7: Analysis of argument. RI 1, 2, 3, 5, 6, 8, 9 8B8: Analysis of argument. RH 1, 2, 3, 5, 6, 8, 9 8B9: Analysis of argument. RST 1, 2, 3, 5, 6, 8, 9 8B10: Relationship of ideas. RI 1, 2, 3, 5, 6, 9 8B11: Relationship of ideas. RH 1, 2, 3, 5, 6, 9 8B12: Relationship of ideas. RST 1, 2, 3, 5, 6, 9 8B13: Analysis of primary and secondary sources. RH 1, 2, 3, 5, 6, 9	8B1 8B2 8B3 8B4 8B5 8B6 8B7 8B8 8B9 8B10 8B11 8B12 8B13	
					4			

<sup>13</sup> NOTE—One task per computer-based form on both the MY and PBA assessments will use a digital source as a text stimulus

<sup>14</sup> NOTE—PARCC's aim is to assess all standards with even distribution while balancing informational and literary text. When putting forms together, the goal is to approximate the balance of informational and literary text as per the CCSSO criteria.



Exhibit 2

		Reading Vocabulary		3 (6)			8B14: Comparison of information gained from various sources. RST 1, 2, 3, 5, 6, 9	8B14	
		Writing		0		0	RI 4, RH 4, RST 4 and L 4, 5, 6 (any combination)		
		Written Expression		0		12	W 1 and/or W 2 focus W 4, 5, 6, 7, 8, 9, 10		
		Language and Conventions		0		3	L 1, 2, 3, 6		
<b>C</b> Narrative Writing Task—for a given form, choose only one task model	1 * short text  *See table for word count guidelines	Reading (major claim)		5 (10)		0	C1: Narrative story: Any combination of RI standards 1, 2, 3, 5, 7, 9 C2: Narrative description (MY only): Any combination of RI standards 1, 2, 3, 5, 7, 9	C1 C2	
		Reading Vocabulary		0		0	NA		
		Writing Expression		0		12	W 3 focus (can be combined with W 2) W 4, 5, 6, 7, 8, 9, 10		
		Writing Knowledge Language and Conventions		0		3	L 1, 2, 3, 6		
<b>Totals</b>	6	NA	20 (40) Reading	3	8 Reading 45 Writing	NA	19 Task Models		

Word Count Guidelines<sup>1</sup>

PARCC has established the following word count guidelines for each grade span to inform passage selection.

**Table 1. Minimum/Maximum Passage Lengths by Grade Band**

Grade Band	Minimum/Maximum Passage Length for Literary and Informational Text/Literary Nonfiction
3 – 5	200 – 800 words
6 – 8	400 – 1,000 words
9 – 11	500 – 1,500 words

It should be noted too that for the Mid-Year Assessment and Performance-Based Assessments, the text selected for the first session of the Research Simulation Task and one of the literary texts selected for the Literary Analysis Task should be closer to the end of the word count range<sup>2</sup> listed for the grade band than to the beginning of the range<sup>3</sup> for that grade band.

<sup>1</sup> Passage Selection Guidelines for Assessing CCSS ELA

<sup>2</sup> A text that is closer to the end of the word count range for a listed grade band is considered an extended text.

<sup>3</sup> A text that is closer to the beginning of the word count range for a listed grade band is considered a short text.

## Grade 8 Common Form Specifications (EOY): Operational (Total Reading and CCR Pts. = 44) DRAFT

# of Texts	Type of Text	Standards to Measure	Claims/Sub-Claims	Item Types
				# EBSR/TECR items (total points) *8 items are TECRS *18 items are EBSRS
1 short/medium text 400-600 words	Literary	RL 2, 3, 6 (any combination) RL 4 and L 4, 5, 6 (any combination)	Reading/Reading Literature Reading/Reading Vocabulary	4 (8) 1 (2)
2 paired texts <sup>15</sup> 600-1000 words	Literary and/or Informational	RL 2, 3, 5, 6, 9 (any combination) RL 4 and L 4, 5, 6 (any combination)	Reading/Major Claim Reading/Reading Vocabulary	5 (10) 1 (2)
1 short/medium text 400-600 words	Informational	RI, RH, RST 2, 3, 5, 6, 8 (any combination) RI 4, RH 4, RST 4 and L 4, 5, 6 (any combination)	Reading/Reading Information Reading/Reading Vocabulary	4 (8) 1 (2)
1 medium/long length text 600-1000 words	1 that is RI, RH or RST focused	RI, RH, RST 2, 3, 5, 6, 8, 9 (any combination) RI 4, RH 4, RST 4 and L 4, 5, 6 (any combination)	Reading/Reading Information Reading/Reading Vocabulary	5 (10) 1 (2)
<b>Totals</b>		NA	NA	22 (44)

<sup>15</sup> Note- See Text Selection Guidelines for Assessing CCSS ELA for more information about pairing passages. At each grade level, each student will read one set of paired texts. The pairing may be two literary texts or two informational texts or one literary and one informational text. Note, points for the paired passage set will be reported at the Reading Major Claim level. The paired texts together should have a word count similar to that of a medium/long length text.

Exhibit 2: Grade 9 Common Form Specifications (PBA and MY)<sup>16</sup>; Operational<sup>17</sup> (Total Reading Pts. = 48; Total Writing Pts. = 45; Total CCR Pts. = 93)

Task Type	# of Passages	Claims/Sub-Claims	Item Types		Maximum # of Points from PCRS	Task Models Applicable: Standards measured	Task Models to be Developed	# of items/points for each level of complexity from EBSR/TECR items				
			# of EBSR/TECR items (total points) *in LA Task 2 items are TECRS * in RS Task 2 items are TECRS *in NW Task 1 item is a TECR	# of PCRS								
<b>A</b> Literature Analysis Task—for a given form, choose only one task model	2	Reading Literature	4 (8)		4	9A1: Analysis of non-U.S. literature. RL 1, 2, 3, 5, 6 9A2: Text structure/manipulation of time RL 1, 2, 3, 5 9A3: Complex characterization. RL 1, 2, 3, 5 9A4: Analysis of how author draws on or transforms source material. RL 1, 2, 3, 5, 9 9A5: Analysis of a subject or scene RL 1, 2, 3, 7	9A1 9A2 9A3 9A4 9A5					
			Reading Vocabulary	2 (4)					1	0	RL 4 and L 4, 5, 6 (any combination)	9A2
			Writing Written Expression	0						12	W 1 and/or W 2 W 4, 5, 6, 7, 8, 9, 10	9A3 9A4 9A5
			Writing Knowledge Language and Conventions	0						3	L 1, 2, 3, 6	
<b>B</b> Research Simulation Task—for a given form, choose only one task model	3	Reading Information	6 (12)		4	9B1: Focus on point of view and purpose RI 1, 2, 3, 5, 6, 9 9B2: Focus on point of view and purpose. RH 1, 2, 3, 5, 6, 9 9B3: Focus on point of view and purpose. RST 1, 2, 3, 5, 6, 9 9B4: Use of illustrations and other visuals. RI 1, 3, 5, 6, 7, 8, 9 9B5: Use of illustrations and other visuals. RST 1, 3, 5, 6, 7, 8, 9 9B6: Analysis of argument. RI 1, 2, 3, 5, 6, 8, 9 9B7: Analysis of argument. RH 1, 2, 3, 5, 6, 8, 9 9B8: Analysis of argument. RST 1, 2, 3, 5, 6, 8, 9 9B9: Relationship of ideas. RI 1, 2, 3, 5, 6, 9 9B10: Relationship of ideas. RH 1, 2, 3, 5, 6, 9 9B11: Relationship of ideas. RST 1, 2, 3, 5, 6, 9 9B12: Analysis of primary and secondary sources. RH 1, 2, 3, 5, 6, 9	9B1 9B2 9B3 9B4 9B5 9B6 9B7 9B8 9B9 9B10 9B11 9B12					
			Reading Information	1								

<sup>16</sup> NOTE—One task per computer-based form on both the MY and PBA assessments will use a digital source as a text stimulus

<sup>17</sup> NOTE—PARCC's aim is to assess all standards with even distribution while balancing informational and literary text. When putting forms together, the goal is to approximate the balance of informational and literary text as per the CCSSO criteria.

C Narrative Writing Task—for a given form, choose only one task model	1 * short text  *See table for word count guidelines	Reading Vocabulary	3 (6)	NA	20 (40) Reading	3	0	9B13: Comparison of ideas gained from various sources. RST 1, 2, 3, 5, 6, 9	9B13
		Writing	0				0	RI 4, RH 4, RST 4 and L 4, 5, 6 (any combination)	
		Written Expression	0				12	W 1 and/or W 2 focus W 4, 5, 6, 7, 8, 9, 10	
		Writing Knowledge Language and Conventions	0				3	L 1, 2, 3, 6	
C1 C2	1	Reading (major claim)	5 (10)	NA	20 (40) Reading	3	0	C1: Narrative Story: Any combination of RL standards 1, 2, 3, 5, 7, 9 C2: Narrative description (MY only): Any combination of RI standards 1, 2, 3, 5, 7, 9	20 Task Models
		Reading Vocabulary	0				0	NA	
		Writing Written Expression	0				12	W 3 and/or W 2 focus W 4, 5, 6, 7, 8, 9, 10	
Totals	6	Writing Knowledge Language and Conventions	0	NA	20 (40) Reading	3	8 Reading 45 Writing	L 1, 2, 3, 6	20 Task Models

Word Count Guidelines<sup>1</sup>

PARCC has established the following word count guidelines for each grade span to inform passage selection.

Table 1. Minimum/Maximum Passage Lengths by Grade Band

Grade Band	Minimum/Maximum Passage Length for Literary and Informational Text/Literary Nonfiction
3 – 5	200 – 800 words
6 – 8	400 – 1,000 words
9 – 11	500 – 1,500 words

It should be noted too that for the Mid-Year Assessment and Performance-Based Assessments, the text selected for the first session of the Research Simulation Task and one of the literary texts selected for the Literary Analysis Task should be closer to the end of the word count range<sup>2</sup> listed for the grade band than to the beginning of the range<sup>3</sup> for that grade band.

<sup>1</sup> Passage Selection Guidelines for Assessing CCSS ELA

<sup>2</sup> A text that is closer to the end of the word count range for a listed grade band is considered an extended text.

<sup>3</sup> A text that is closer to the beginning of the word count range for a listed grade band is considered a short text.

## Grade 9 Common Form Specifications (EOY): Operational (Total Reading and CCR Pts. = 44)-DRAFT

	# of Texts	Type of Text	Standards to Measure	Claims/Sub-Claims	Item Types
					# EBSR/TECR items (total points) * 8 items are TECRS * 18 items are EBSRS
	1 short/medium text 500-800 words	Literary	RL 2, 3, 5, 6 (any combination) RL 4 and L 4, 5, 6 (any combination)	Reading/Reading Literature Reading/Reading Vocabulary	4 (8) 1 (2)
	2 paired texts <sup>18</sup> 800-1500 words	Literary and/or Informational	RL 2, 3, 5, 6, 9 (any combination) RL 4 and L 4, 5, 6 (any combination)	Reading/Major Claim Reading/Reading Vocabulary	5 (10) 1 (2)
	1 short/medium text 500-800 words	Informational	RI, RH, RST 2, 3, 5, 8 and RI or RST 6 (any combination) RI 4, RH 4, RST 4 and L 4, 5, 6 (any combination)	Reading/Reading Information Reading/Reading Vocabulary	4 (8) 1(2)
	1 medium/long length text 800-1,500 words	1 that is History/SS (RH focused) or Science/Technical (RST focused)  1 that is RI, RH or RST focused	RI, RH, RST 2, 3, 5, 6, 8, 9 (any combination) RI 4, RH 4, RST 4 and L 4, 5, 6 (any combination)	Reading/Reading Information Reading/Reading Vocabulary	5 (10) 1 (2)
<b>Totals</b>			NA	NA	22 (44)

<sup>18</sup> Note-- See Text Selection Guidelines for Assessing CCSS ELA for more information about pairing passages. At each grade level, each student will read one set of paired texts. The pairing may be two literary texts or two informational texts or one literary and one informational text. Note, points for the paired passage set will be reported at the Reading Major Claim level. The paired texts together should have a word count similar to that of a medium/long length text.

Exhibit 2: Grade 10 Common Form Specifications (PBA and MY)<sup>19</sup>: Operational<sup>20</sup> (Total Reading Pts. = 48; Total Writing Pts. = 45; Total CCR Pts. = 93

Task Type	# of Passages	Claims/Sub-Claims	Item Types		# of PCRS	Maximum # of Points from PCRS	Task Models Applicable: Standards measured	Task Models to be developed	# of items/ points for each level of complexity from EBSR/TECR items
			# of EBSR/TECR items (total points) *in LA Task 2 items are TECRS * in RS Task 2 items are TECRS *in NW Task 1 item is a TECR						
<b>A</b> Literature Analysis Task—for a given form, choose only one task model	2	Reading Literature	4 (8)	1	4	10A1: Impact of word choice. RL 1, 2, 3, 4, 5 10A2: Structural analysis. RL 1, 2, 3, 5 10A3: Complex characterization. RL 1, 2, 3, 5 10A4: Analysis of how author draws on or transforms source material. RL 1, 2, 3, 5, 9 10A5: Analysis of a subject or scene RL 1, 2, 3, 7	10A1 10A2 10A3 10A4 10A5		
			2 (4)						0
			0						12
<b>B</b> Research Simulation Task—for a given form, choose only one task model	3	Reading Information	6 (12)	1	4	10B1: Focus on point of view and purpose RI 1, 2, 3, 5, 6, 9 10B2: Focus on point of view and purpose. RH 1, 2, 3, 5, 6, 9 10B3: Focus on point of view and purpose. RST 1, 2, 3, 5, 6, 9 10B4: Use of illustrations and other visuals. RI 1, 3, 5, 6, 7, 8, 9 10B5: Use of illustrations and other visuals. RST 1, 3, 5, 6, 7, 8, 9 10B6: Analysis of argument. RI 1, 2, 3, 5, 6, 8, 9 10B7: Analysis of argument. RH 1, 2, 3, 5, 6, 8, 9 10B8: Analysis of argument. RST 1, 2, 3, 5, 6, 8, 9 10B9: Relationship of ideas. RI 1, 2, 3, 5, 6, 9 10B10: Relationship of ideas. RH 1, 2, 3, 5, 6, 9 10B11: Relationship of ideas. RST 1, 2, 3, 5, 6, 9 10B12: Analysis of primary and secondary sources. RH 1, 2, 3, 5, 6, 9	10B1 10B2 10B3 10B4 10B5 10B6 10B7 10B8 10B9 10B10 10B11 10B12		
			0						3

\*See table for word count guidelines

\*See table for word count guidelines

<sup>19</sup> NOTE—One task per computer-based form on both the MY and PBA assessments will use a digital source as a text stimulus  
<sup>20</sup> NOTE—PARCC’s aim is to assess all standards with even distribution while balancing informational and literary text. When putting forms together, the goal is to approximate the balance of informational and literary text as per the CCSSO criteria.

C Narrative Writing Task—for a given form, choose only one task model	1 * short text  *See table for word count guidelines	Reading Vocabulary	3 (6)		0	10B13: Comparison of information gained from various sources. RST 1, 2, 3, 5, 6, 9 RI 4, RH 4, RST 4 and L 4, 5, 6 (any combination)	10B13	
		Writing	0		12	W 1 and/or W 2 focus W 4, 5, 6, 7, 8, 10		
		Writing Knowledge Language and Conventions	0		3	L 1, 2, 3, 6		
Totals	6	Reading (major claim)	5 (10)		0	10C1: Narrative Story: Any combination of RL standards 1, 2, 3, 5, 7, 9 10C2: Narrative description (MY only): Any combination of RI standards 1, 2, 3, 5, 7, 9		
		Reading Vocabulary	0		0	NA	C1	
		Writing Written Expression	0	1	12	W 3 and/or W 2 focus W 4, 5, 6, 7, 8, 10	C2	
		Writing Knowledge Language and Conventions	0		3	L 1, 2, 3, 6		
		NA	20 (40) Reading	3	8 Reading 45 Writing	NA	20 Task Models	

PARCC has established the following word count guidelines for each grade span to inform passage selection.

Table 1. Minimum/Maximum Passage Lengths by Grade Band

Grade Band	Minimum/Maximum Passage Length for Literary and Informational Text/Literary Nonfiction
3 – 5	200 – 800 words
6 – 8	400 – 1,000 words
9 – 11	500 – 1,500 words

It should be noted too that for the Mid-Year Assessment and Performance-Based Assessments, the text selected for the first session of the Research Simulation Task and one of the literary texts selected for the Literary Analysis Task should be closer to the end of the word count range<sup>2</sup> listed for the grade band than to the beginning of the range<sup>3</sup> for that grade band.

<sup>1</sup> Passage Selection Guidelines for Assessing CCSS ELA

<sup>2</sup> A text that is closer to the end of the word count range for a listed grade band is considered an extended text.

<sup>3</sup> A text that is closer to the beginning of the word count range for a listed grade band is considered an extended text.



Grade 10 Common Form Specifications (EOY): Operational (Total Reading and CCR Pts. = 44) DRAFT

# of Texts	Type of Text	Standards to Measure	Claims/Sub-Claims	Item Types
				# EBSR/TECR items (total points) *8 items are TECRS *18 items are EBSRS
1 short/medium text 500-800 words	Literary	RL 2, 3, 5, 6 (any combination) RL 4 and L 4, 5, 6 (any combination)	Reading/Reading Literature Reading/Reading Vocabulary	4 (8) 1 (2)
2 paired texts <sup>21</sup> 800-1500 words	Literary and/or Informational	RL 2, 3, 5, 6, 9 (any combination) RL 4 and L 4, 5, 6 (any combination)	Reading/Major Claim Reading/Reading Vocabulary	5 (10) 1 (2)
1 short/medium text 500-800 words	Informational 1 that is History/SS (RH focused) or 1 that is Science/Technical (RST focused)	RI, RH, RST 2, 3, 5, 8 and RI or RST 6 (any combination) RI 4, RH 4, RST 4 and L 4, 5, 6 (any combination)	Reading/Reading Information Reading/Reading Vocabulary	4 (8) 1 (2)
1 medium/long length text 800-1,500 words	1 that is RI, RH or RST focused	RI, RH, RST 2, 3, 5, 6, 8, 9 (any combination) RI 4, RH 4, RST 4 and L 4, 5, 6 (any combination)	Reading/Reading Information Reading/Reading Vocabulary	5 (10) 1 (2)
<b>Totals</b>		NA	NA	22 (44)

<sup>21</sup> Note- See Text Selection Guidelines for Assessing CCSS ELA for more information about pairing passages. At each grade level, each student will read one set of paired texts. The pairing may be two literary texts or two informational texts or one literary and one informational text. Note, points for the paired passage set will be reported at the Reading Major Claim level. The paired texts together should have a word count similar to that of a medium/long length text.

Exhibit 2: Grade 11 Common Form Specifications (PBA and MY)<sup>22</sup>; Operational<sup>23</sup> (Total Reading Pts. = 48; Total Writing Pts. = 45; Total CCR Pts. = 93)

Task Type	# of Passages	Claims/Sub-Claims	Item Types		# of PCRS	Maximum # of Points from PCRS	Task Models Applicable: Standards measured	Task Models to be developed	# of items/ points for each level of complexity from EBSR/TECR items	
			# of EBSR/TECR items (total points) *In LA Task 2 items are TECRS * in RS Task 2 items are TECRS *in NW Task 1 item is a TECR							
<b>A</b> Literature Analysis Task—for a given form, choose only one task model	2  *1 short text *1 extended text	Reading Literature	4(8)		1	4	11A1: Text structure. RL 1, 2, 3, 5 11A2: Analysis of two or more themes/central ideas. RL 1, 2, 3, 5 11A3: Analysis of story elements/structure. RL 1, 2, 3, 5 11A4: Expression of knowledge of eighteenth, nineteenth and early-twentieth century treatment of similar themes and topics. RL 1, 2, 3, 5, 9	11A1 11A2 11A3 11A4		
			Reading	2(4)						0
			Vocabulary							12
			Writing/Written Expression	0						3
<b>B</b> Research Simulation Task—for a given form, choose only one task model	3  *2 short text *1 extended text	Reading Information	6(12)		1	4	11B1: Focus on point of view and purpose. RI 1, 2, 3, 5, 6, 9 11B2: Focus on point of view and purpose. RH 1, 2, 3, 5, 6, 9 11B3: Focus on point of view and purpose. RST 1, 2, 3, 5, 6, 9 11B4: Use of illustrations and other visuals. RI 1, 3, 5, 6, 7, 8, 9 11B5: Use of illustrations and other visuals. RST 1, 3, 5, 6, 7, 8, 9 11B6: Analysis of argument. RI 1, 2, 3, 5, 6, 8, 9 11B7: Analysis of argument. RH 1, 2, 3, 5, 6, 8, 9 11B8: Analysis of argument. RST 1, 2, 3, 5, 6, 8, 9 11B9: Relationship of ideas. RI 1, 2, 3, 5, 6, 9 11B10: Relationship of ideas. RH 1, 2, 3, 5, 6, 9 11B11: Relationship of ideas. RST 1, 2, 3, 5, 6, 9 11B12: Synthesis of information from a range of sources. RST 1, 2, 3, 5, 6, 9	11B1 11B2 11B3 11B4 11B5 11B6 11B7 11B8 11B9 11B10 11B11 11B12		
			Writing Knowledge Language and Conventions	0						3

<sup>22</sup> NOTE—One task per computer-based form on both the MY and PBA assessments will use a digital source as a text stimulus

<sup>23</sup> NOTE—PARCC’s aim is to assess all standards with even distribution while balancing informational and literary text. When putting forms together, the goal is to approximate the balance of informational and literary text as per the CCSSO criteria.

Exhibit 2

<p><b>C</b> Narrative Writing Task—for a given form, choose only one task model</p>	<p>1 * short text *See table for word count guidelines</p>	Reading Vocabulary	3 (6)	<p>1</p>	0	RI 4, RH 4, RST 4 and L 4, 5, 6 (any combination)	<p>18 Task Models</p>	
		Writing Written Expression	0		12	W 1 and/or W 2 focus W 4, 5, 6, 7, 8, 9, 10		
		Writing Knowledge Language and Conventions	0		3	L 1, 2, 3, 6		
		Reading (major claim)	5(10)		0	C1: Narrative Story: Any combination of RL standards 1, 2, 3, 5, 7, 9 C2: Narrative description (MY only): Any combination of RI standards 1, 2, 3, 5, 7, 9		
<p><b>Totals</b></p>	<p>6</p>	NA	20 (40) Reading	3	8 Reading 45 Writing	NA		
		Reading Vocabulary	0	0	NA			
		Writing Written Expression	0	12	W 3 and/or W 2 focus W 4, 5, 6, 7, 8, 9, 10	C1 C2		
		Writing Knowledge Language and Conventions	0	3	L 1, 2, 3, 6			

Word Count Guidelines<sup>1</sup>

# of Texts	Type of Text	Standards to Measure	Claims/Sub-Claims	Item Types
				# EBSR/TECR items (total points) *8 items are TECRS

PARCC has established the following word count guidelines for each grade span to inform passage selection.

Table 1.

Minimum/Maximum Passage Lengths by Grade Band

Grade Band	Minimum/Maximum Passage Length for Literary and Informational Text/Literary Nonfiction
3 – 5	200 – 800 words
6 – 8	400 – 1,000 words
9 – 11	500 – 1,500 words

It should be noted too that for the Mid-Year Assessment and Performance-Based Assessments, the text selected for the first session of the Research Simulation Task and one of the literary texts selected for the Literary Analysis Task should be closer to the end of the word count range<sup>2</sup> listed for the grade band than to the beginning of the range<sup>3</sup> for that grade band.

<sup>1</sup> Passage Selection Guidelines for Assessing CCSS ELA

<sup>2</sup> A text that is closer to the end of the word count range for a listed grade band is considered an extended text.

<sup>3</sup> A text that is closer to the beginning of the word count range for a listed grade band is considered a short text.

Exhibit 2

						*18 items are ESSRS
	1 short/medium text 500-800 words	Literary	RL 2, 3, 5, 6 (any combination) RL 4 and L 4, 5, 6 (any combination)	Reading/Reading Literature Reading/Reading Vocabulary		4 (8) 1 (2)
	2 paired texts <sup>24</sup> 800-1500 words	Literary and/or Informational	RL 2, 3, 5, 6, 9 (any combination) RL 4 and L 4, 5, 6 (any combination)	Reading/Major Claim Reading/Reading Vocabulary		5 (10) 1 (2)
	1 short/medium text 500-800 words	Informational 1 that is History/SS (RH focused) or 1 that is Science/Technical (RST focused)	RI, RH, RST 2, 3, 5, 8 and RI or RST 6 (any combination) RI 4, RH 4, RST 4 and L 4, 5, 6 (any combination)	Reading/Reading Information Reading/Reading Vocabulary		4 (8) 1 (2)
	1 medium/long length text 800-1,500 words	1 that is RI, RH or RST focused	RI, RH, RST 2, 3, 5, 6, 8, 9 (any combination) RI 4, RH 4, RST 4 and L 4, 5, 6 (any combination)	Reading/Reading Information Reading/Reading Vocabulary		5 (10) 1 (2)
<b>Totals</b>			NA	NA		22 (44)

<sup>24</sup> Note- See Text Selection Guidelines for Assessing CCSS ELA for more information about pairing passages. At each grade level, each student will read one set of paired texts. The pairing may be two literary texts or two informational texts or one literary and one informational text. Note, points for the paired passage set will be reported at the Reading Major Claim level. The paired texts together should have a word count similar to that of a medium/long length text.