

STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT
PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 3

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Public Education Department, hereinafter referred to as the "Agency," and Measured Progress Inc., hereinafter referred to as the "Contractor."

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

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

1. **Scope of Work.**

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

2. **Compensation.**

A. Under this Agreement, the Agency shall pay to the Contractor in full payment for services rendered compensation decreased by \$462,534.00, including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Amendment, totaling \$0.00, shall be paid by the Agency to the Contractor. **The total amount of monies payable to the Contractor under this Amendment, including gross receipts tax, shall not exceed \$13,929,854.00, pursuant to the Budget Schedule in Attachment 4-B and 4-C.**

The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Attachment 4-A of this Amendment additional compensation to equal and not to exceed \$3,350,197.00 in FY 2010. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY 2010 totaling \$0.00 shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor in FY 2010 under this Agreement, including gross receipts tax and expenses, shall not exceed \$3,350,197.00, pursuant to the Budget Schedule in Attachment 4-B and 4-C.**

The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Attachment 4-A compensation to equal and not to exceed \$3,271,323.00 in FY 2011. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY 2011 totaling \$0.00 shall be paid by the Agency to the Contractor. **The total amount of monies payable to the Contractor in FY 2011 under this Agreement, including gross receipts tax and**

expenses, shall not exceed \$3,271,323.00, pursuant to the Budget Schedule in Attachment 4-B and 4-C.

The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Attachment 4-A compensation to equal and not to exceed **\$3,889,062.00** in FY 2012. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY 2012 totaling \$0.00 shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor in FY 2012 under this Agreement, including gross receipts tax and expenses, shall not exceed \$3,889,062.00, pursuant to the Budget Schedule in Attachment 4-B and 4-C.**

The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Attachment 4-A compensation to equal and not to exceed **\$3,419,272.00** in FY 2013. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY 2013 totaling \$0.00 shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor in FY 2013 under this Agreement, including gross receipts tax and expenses, shall not exceed \$3,419,272.00, pursuant to the Budget Schedule in Attachment 4-B and 4-C.**

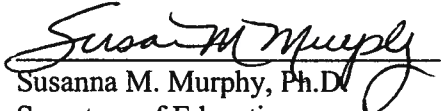
Under Contract # 10-924-P527-0079 and all Amendments to said Contract, the total amount of the monies payable to the Contractor, including gross receipts tax and expenses, shall not exceed **\$13,929,854.00.**


3. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate in June 30, 2013, unless terminated pursuant to paragraph 4 or paragraph 5 of the Contract.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau below, or a specified date, whichever is later.

By:  Date: 8/19/10
Susanna M. Murphy, Ph.D.
Secretary of Education

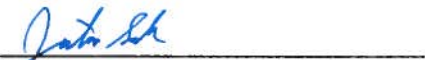
By:  Date: 7/26/2010
Martin Borg
President,
Measured Progress, Inc.

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

ID Number: 02-478211-00-4

By:  Date: 8/5/10
Taxation and Revenue Department

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

By:  Date: 9/20/10
DFA Contracts Review Bureau

Attachment "4-A"
Scope of Work

- (1) Delay of SBA Standard Setting in Grades 3 – 8 and 11.** The Contractor shall delay for one year the standard setting procedures originally scheduled for completion by June 28, 2010, in Section 2, vi, viii, ix, and x of the original contract. The administration of a modified design SBA in Reading/Language Arts, Writing, Mathematics, and Science in grades 3 through 8 and 11 and in social studies in grade 11 shall occur in spring 2011. The contractor shall conduct standard setting meetings to establish cut scores for the modified SBA no later than August 30, 2011. The cost of standard setting meetings in fiscal year 10, items m and n of Attachment 1-B, Budget Schedule of the original contract, shall be transferred to fiscal year 12.
- (2) Removal of Standards Based Assessment (SBA) in Science in Grades 3, 5, 6, and 8.** The Contractor shall not develop and implement the SBA in Science in grades 3, 5, 6, and 8 in English and Spanish. This amended specification represents a reduction in the scope of work in the original Contract.
- a) The specification of the original Contract requires in sections 1 a (i) through (xvi) requires the development of the SBA; in sections 1 b (i) through (xx) the production, distribution, and collection of SBA materials; in sections 1 c (i) and 2 (i) through (xiii) the scoring of the SBA; in sections 2 b (i) through (v) the reporting results of the SBA; in sections 2 c (i) through (iii) the production and distribution of SBA data files; in section 2f reporting in the SBA Technical Report; and in section 2c production and presentation of professional development of the SBA. The requirements in the aforesaid sections of the original Contract are hereby amended under the terms of this agreement such that the Contractor shall not produce, distribute, and collect; score, and report the SBA in Science in grades 3, 5, 6, and 8 in English and Spanish.
- b) Under this Amendment, the Contractor shall remove the cost of developing and implementing the SBA in Science in grades 3, 5, 6, and 8 in English and Spanish. The cost to the Agency specified in Attachment 1-B, Budget Schedule, and Attachment 4-C of this agreement.
- (3) Restart Standards Based Assessment (SBA) in Writing in Grades 3 through 8 and 11 and Social Studies in Grade 11.** The Agency issued a Stop Work Order to the Contractor on April 22, 2010, due to apparent funding shortfalls. The Stop Work Order required the Contractor to immediately cease all work on the SBA in Writing in Grades 3 through 8 and 11 and Social Studies in Grade 11. The Agency subsequently acquired funding to continue the SBA in Writing and Social Studies. The Contractor shall restart development and implementation of the SBA in Writing and Social Studies.
- (4) Invoicing School Districts and Schools for SBA in Grades 3 through 8 Deliverables.** The removal of the production, distribution, collection, scoring and reporting of the SBA in Science in grades 3, 5, 6, and 8 in English and Spanish, reduces the cost of production, distribution, collection, scoring, and reporting of the SBA to the school districts and schools.
- a) The Contractor shall directly invoice the school districts, charter schools, State educational institutions, and U.S. Bureau of Indian Education schools in an amount not to exceed \$32.95 for each grade 3 through 8 SBA booklet actually ordered in school year 2010-2011; in an amount not to exceed \$39.15 for each grade 3 through 8 SBA booklet actually ordered in school year 2011-2012; in an amount not to exceed \$39.75 for each grade 3 through 8 SBA booklet actually ordered in school year 2012-2013.

- b) The estimated total cost to school districts, charter schools, State educational institutions, and Bureau of Indian Education schools for the grades 3 through 8 SBA will be \$4,967,212.50 in fiscal year 2011; will be \$5,901,862.50 in fiscal year 2012; will \$5,992,312.50 in fiscal year 2013. The estimates do not represent a guaranteed number of orders placed or total revenue generated from orders placed, and neither the Agency nor the School Districts, charter schools, State Educational Institutions, and U.S. Bureau of Indian Education schools shall be obligated financially or otherwise by these estimates.

(5) Produce and Distribute Modified High School Competency Exam Reports Student Test Score Data Files. The Contractor shall modify the production of NMHSCE Student Test Score reports specified in sections 13 through 18 of Contract Amendment 1 and data files specified in sections 21 through 26 of Contract Amendment 1, such that analysis and reporting of historical NMHSCE scores is removed. This modification is required due to inaccurate State Student ID Numbers recorded on NMHSCE answer documents discovered by the Contractor and the Agency. Inaccurate State Student ID Numbers compromise the integrity of links to test scores across NMHSCE administrations. The removal of analysis and reporting of historical NMHSCE scores is required beginning with the winter 2010 test administration. This modification is required after production was substantially completed for winter 2010 score reports and data files. The Contractor is required to modify program procedures and reproduce reports and data files without historical NMHSCE information during the winter 2010 production cycle, adding to the scope of work specified in Contract Amendment 1. Removal of analysis and reporting of historical NMHSCE scores reduces the scope of work for production of NMHSCE reports and data files in school years 2010-2011, 2011-2012, and 2012-2013.

- a) The Contractor shall provide the following student test score reports and CDs containing only information from the most recent administration of the NMHSCE, beginning with the Winter 2010 test administration, NMHSCE Student Roster, NMHSCE Pass/Fail Report, NMHSCE Counselor's Report, NMHSCE Administrative Summary, and NMHSCE Student Report. All other specifications of the aforementioned reports shall remain unchanged.
- b) The Contractor shall provide the following student test score data files containing only information from the most recent administration of the NMHSCE, beginning with the Winter 2010 test administration, NMHSCE Student Test Data, NMHSCE Summary Data, NMHSCE Statistical Report. All other specifications of the aforementioned data files shall remain unchanged.
- c) The Contractor shall directly invoice the Agency for removal of analysis and reporting of historical NMHSCE scores in an amount not to exceed \$27,388.00 in Fiscal Year 2010.
- d) The removal of Longitudinal Student Test Scores will not affect the cost of reporting of the NMHSCE to school districts and schools.

Attachment "4-B"

Budget Schedule

Deliverable	Completion	Price (Including GRT)
m. SBA – 3/8 Standard Setting Meetings	6/28/2010	
DELIVERABLE TO PED		(\$368,943.00)
n. SBA – 11 Standard Setting Meetings	6/28/2010	
DELIVERABLE TO PED		(\$44,724.00)
<u>TOTAL ADJUSTMENT FOR FY 2010</u>		<u>(\$413,667.00)</u>
y. Develop SBA in grades 3-8 and 11- in reading, writing, and mathematics; science grades 4, 7 & 11; and social studies grade 11	1/3/2011	
DELIVERABLE TO PED		(\$161,685.00)
uuu. Modified NMHSCE Student Test Score Reports and Data Files Winter 2010	6/15/2010	
DELIVERABLE TO PED		\$27,388.00
<u>TOTAL ADJUSTMENT FOR FY 2011</u>		<u>(\$134,297.00)</u>
m. SBA – 3/8 Standard Setting Meetings	8/30/2011	
DELIVERABLE TO PED		\$368,943.00
n. SBA – 11 Standard Setting Meetings	8/30/2011	
DELIVERABLE TO PED		\$44,724.00
ss. Develop SBA in grades 3-8 and 11- in reading, writing, and mathematics; science grades 4, 7 & 11; and social studies grade 11	1/3/2012	
DELIVERABLE TO PED		(\$163,302.00)
<u>TOTAL ADJUSTMENT FOR FY 2012</u>		<u>\$250,365.00</u>
lll. Develop SBA in grades 3-8 and 11- in reading, writing, and mathematics; science grades 4, 7 & 11; and social studies grade 11	1/7/2013	
DELIVERABLE TO PED		(\$164,935.00)
<u>TOTAL ADJUSTMENT FOR FY 2013</u>		<u>(\$164,935.00)</u>

ATTACHMENT 4-C

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

	FY 2010	FY 2011	FY 2012	FY 2013	Row Total
Original Contract					
Total Expenditures Development of NMHSCE Anchor Papers and NMHSCE Analysis in Technical Report (Effective Date: 9/4/2009)	Costs, Including GRT \$ 3,827,025.00	Costs, Including GRT \$ 3,442,858.00	Costs, Including GRT \$ 3,693,135.00	Costs, Including GRT \$ 3,641,880.00	Costs, Including GRT \$ 14,604,898.00
Amendment No. 1					
Total Expenditures Development & Implementation of NMHSCE (Effective Date: 10/1/2009)	\$ 7,845.00	\$ 28,622.00	\$ 15,725.00	\$ 13,086.00	\$ 65,278.00
Amendment No. 2 Reduction of Costs in Original Contract					
Removal of SBA & SBA/HSGA Mark & Erasure Analysis, 2% Readbehind, and Reusable Booklets (Effective Date: 1/13/2010)	\$ (71,006.00)	\$ (65,860.00)	\$ (70,163.00)	\$ (70,759.00)	\$ (277,788.00)

Amendment No. 3 Adjustment of Costs in Original Contract

	FY 2010	FY 2011	FY 2012	FY 2013	Row Total
Delay of SBA Standard Setting Meetings with cost savings in FY11	\$ (413,667.00)	\$ -	\$ 413,667.00	\$ -	\$ -
Total Expenditures NMHSCE Data Re-run	\$ -	\$ 27,388.00	\$ -	\$ -	\$ 27,388.00
Reduction in Develop of SBA in Reading, Mathematics & Writing in Gr. 3-8 and 11; Science Gr. 4, 7 & 11; and Social Studies Gr. 11	\$ -	\$ (161,685.00)	\$ (163,302.00)	\$ (164,935.00)	\$ (489,922.00)
GRAND TOTAL	\$3,350,197.00	\$3,271,323.00	\$3,889,062.00	\$3,419,272.00	\$13,929,854.00