

## **CONTRACT AMENDMENT NUMBER 4**

### **I. PARTIES**

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between NCS Pearson, Inc. (hereinafter called Contractor), 2510 North Dodge Street, Iowa City, Iowa 52245, and the State of Colorado (hereinafter called the State) acting by and through the Colorado Department of Education (hereinafter called CDE), 201 East Colfax, Denver, Colorado 80203.

### **II. EFFECTIVE DATE AND ENFORCEABILITY**

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the Effective Date). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

### **III. FACTUAL RECITALS**

The Parties entered into the Contract for the provision of the required services and deliverables for the development, administration, scoring, and reporting of science and social studies for the Colorado summative and alternate assessments with the option to add services related to ELA and Math. The purpose of this amendment is to add the Spanish Language Arts paper field test for the spring of 2015.

### **IV. CONSIDERATION-COLORADO SPECIAL PROVISIONS**

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Contract and any modification thereto were effective) as part consideration for this Amendment.

## **V. LIMITS OF EFFECT**

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

## **VI. MODIFICATIONS**

The Amendment and all prior amendments thereto, if any, are modified as follows:

- A. Paragraph IV., Definitions, shall be amended by revising the definition of Exhibits to include Exhibits A.3, Statement of Work, Colorado Spanish Language Arts, D-2, Colorado Spanish Language Arts Materials List, E-2, Payment Schedule for Spanish Language Arts Field Test - March, 2015 through June 30, 2015, and F-3, Spanish Language Arts Cost Summary, all of which are attached hereto and incorporated herein by reference.
- B. Paragraph VI.A. shall be amended by adding Exhibit A.3., attached hereto and incorporated herein by reference, which sets forth the services and deliverables required by Contractor for the development, administration, scoring and reporting of the Colorado Spanish Language Arts paper field test to be administered in the spring of 2015.
- C. Paragraph VII.A. shall be amended by increasing the amount payable under this Contract amendment to Contractor by the State by \$1,497,318 as determined by the State from available funds.
- D. Paragraph VII.A. shall further be amended by adding Exhibit E-2, Payment Schedule for Spanish Language Arts Field Test - March, 2015 through June 30, 2015, which is attached hereto and incorporated herein by reference.

## **E. START DATE**

This Amendment shall take effect on the later of its Effective Date or March 20, 2015.

## **VII. ORDER OF PRECEDENCE**

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

## **VIII. AVAILABLE FUNDS**

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

**CONTRACTOR**

NCS Pearson, Inc.

By: James M. Hill, III  
Name of Authorized Individual

Title: Vice President, state services  
Official title of Authorized Individual

James M. Hill, III  
\*Signature

**STATE OF COLORADO**

John W. Hickenlooper, GOVERNOR

**Colorado Department of Education**  
Robert Hammond, Commissioner

Robert Hammond  
By: Robert Hammond, Commissioner

Date: 3-26-15

**ALL CONTRACTS REQUIRE APPROVAL by the STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER**

**Robert Jaros, CPA, MBA, JD**

By: Dave Grier  
Dave Grier, CDE Controller

Date: 3-30-2015

## Colorado Spanish Language Arts

### A. Spring 2015 Field Test General Requirements:

Pearson shall develop, administer, score, and report the paper based field test for Colorado Spanish Language Arts (CSLA) Assessment for grades 3 and 4 in spring 2015. All applicable provisions described in Amendment 3, Exhibit A.1 of the CDE – NCS Pearson Contract shall apply except as noted below.

#### A.1 General Requirements

Same as in Amendment 3, Exhibit A.1 except for A.1.6 (for this field test, materials won't be assembled through Oracle and will not arrive two weeks prior. Quality expectations will not be impacted by this deviation in process) and A.1.7 (contractor will not be required to provide or attend Colorado test administration trainings).

#### A.2 Corporate Capacity and Personnel

Throughout this document, the term Contractor(s) is assumed to include subcontractors where appropriate and applicable.

If the Contractor has discovered fault with a subcontractor that may impact a CDE deliverable, the Contractor has the obligation to inform CDE immediately. Appropriate steps must be taken by either the subcontractor or the Contractor to correct the problem prior to that problem resulting in substandard performance or non-compliance. The Contractor shall remain responsible for the performance of its subcontractors.

A.2.1 Organizational Structure, A.2.2 Time Allocation of Key Personnel and Services, and A.2.3 Staff Qualifications and Experience have not been requested by CDE or provided by Pearson.

#### A.3 Program Management

##### Timeline

Activity	Date
Field Test Materials in Districts	3/6/2015
Demographics file delivered to CDE	6/29/2015

#### A.4 Assessment Development

##### A.4.1 Content Development:

A.4.1.a Pearson's item development plan includes overages for items that may not perform as intended. The total number of items to be developed are as follows:

Spanish Language Arts Item Development	2014/2015
Grade 3 Field Test	81
Grade 3 Release	33
Grade 4 Field Test	87
Grade 4 Release	36

A.4.1.b Item types shall include multiple choice (MC), multi-trait constructed response (CR) items and single-trait CR items.

A.4.1.c CDE shall retain ownership on all passages and items developed specifically for CDE.

A.4.1.d Items will be stored with the subcontractor rather than in Pearson’s Item Tracker/Test Builder (ITTB) system. Contractor will closely monitor the bank and will notify CDE if concerns or risks arise. Upon request, contractor shall perform an item bank analysis in a mutually agreed upon format.

A.4.1.e All items shall go through formal publishing for the field test and will be presented in gray-scale.

A.4.1.f The test design requires that students read and respond to multiple reading passages. Pearson has purchased licenses from its subcontractor for passages for this project. CDE retains ownership of passages custom developed for release or developed specifically for CDE. The total number of passages being utilized for the spring 2015 field test are as follows:

Spanish Language Arts Passage Development	2014/2015
Grade 3 Field Test	9 (9)*
Grade 3 Release	7 (0)*
Grade 4 Field Test	10 (9)*
Grade 4 Release	8 (0)*
<b>Total</b>	<b>34 (18)*</b>

\*(x) indicates the number of passages of the total that are the property of Pearson’s subcontractor.

A.4.1.g Accommodated versions of items and oral scripts will not be created for this field test. Districts may produce accommodated versions as needed (example large print, braille translations, etc.) or exempt students needing these accommodations from field test participation.

A.4.1.h For FY 2015, Pearson will not be responsible for providing released items. Initial development of items intended for release in 2015-16 will occur in FY 2015. However, items developed for release will not be included in the spring 2015 field test.

A.4.1.i The approved test designs below will be utilized:

G3 Colorado Spanish Language Arts Test Specifications – 3.A2 PBA								
Task	Text Length	Vocab (pts)	Other Items	PCR	NPCR	Reading pts	Writing pts	Total Pts
Literature Analysis Task	1 Extended	1 MC (2)	4 MC (8)	1 (3R)(12W)		15	12	
	1 Short	1 MC (2)						
Research Simulation Task	1 Extended	1 MC (2)	4 MC (8)	1 (3R)(12W)		15	12	
	1 Short	1 MC (2)						
Narrative Writing Task	1 Short		5 MC (10)		1 (12)	10	12	
<b>Totals</b>	<b>5 Passages</b>	<b>4 MC (8)</b>	<b>13 MC (26)</b>	<b>2 (6R)(24W)</b>	<b>1 (12)</b>	<b>40</b>	<b>36</b>	<b>76</b>

G3 Colorado Spanish Language Arts Test Specifications – EOY				
Task	Text Length	Vocab (pts)	Other Items	Total Pts
Reading Literature	1 Short/Medium 200 – 400 words	1 MC (2)	4 MC (8)	
Reading Information	1 Medium/Extended 400 – 600 words	1 MC (2)	7 MC (14)	
<b>Totals</b>	<b>2 Passages</b>	<b>2 MC (4)</b>	<b>11 MC (22)</b>	<b>13 MC (26)</b>

G4 Colorado Spanish Language Arts Test Specifications – PBA								
Task	Text Length	Vocab (pts)	Other Items	PCR	NPCR	Reading pts	Writing pts	Total Pts
Literature Analysis Task	1 Extended	1 MC (2)	4 MC (8)	1 (3R)(12W)		15	12	
	1 Short	1 MC (2)						
Research Simulation Task	1 Extended	1 MC (2)	6 MC (12)	1 (3R)(12W)		21	12	
	1 Short	1 MC (2)						
	1 Short	1 MC (2)						
Narrative Writing Task	1 Short		5 MC (10)		1 (12)	10	12	
<b>Totals</b>	<b>6 Passages</b>	<b>5 MC (10)</b>	<b>15 MC (30)</b>	<b>2 (6R)(24W)</b>	<b>1 (12)</b>	<b>46</b>	<b>36</b>	<b>82</b>

G4 Colorado Spanish Language Arts Test Specifications – EOY				
Task	Text Length	Vocab (pts)	Other Items	Total Pts
Reading Literature	1 Short/Medium 200 – 400 words	1 MC (2)	4 MC (8)	
Reading Information	1 Medium/Extended 400 – 600 words	1 MC (2)	7 MC (14)	
<b>Totals</b>	<b>2 Passages</b>	<b>2 MC (4)</b>	<b>11 MC (22)</b>	<b>C (26)</b>

#### A.4.2 Educator Meetings:

Educator Committee Reviews will consist of the following:

Committee	Grade	Number of Committee Members	Length of Meeting
Passage Review	Grades 3	Minimum 5	2 days
	Grades 4	Minimum 5	
Item Review	Grades 3	Minimum 5	3 days
	Grades 4	Minimum 5	
Range Finding	Grades 3	Minimum 5	3 days
	Grades 4	Minimum 5	

**Post-committee edits / approval by CDE:** After committee item and bias reviews, Pearson along with its subcontractor will apply the recommended committee edits to the items. Recommended edits will be clearly identified and posted for CDE approval. After CDE has reviewed the recommended committee edits, CDE and Pearson with its subcontractor will participate in a virtual reconciliation to determine which edits should be applied. If items are ready to be finalized after item reconciliation, CDE and Pearson with its subcontractor will engage in one additional review round which should result in approved items.

Cognitive Labs will not be used in the development process for Colorado Spanish Language Arts.

#### A.5 Assessment Administration

The spring 2015 test books will combine the Performance Based Assessment (PBA) and End of Year (EOY) materials into a single test book. Materials will not be returned separately between the PBA and EOY administrations.

**A.5.1 Spring 2015 Field Test Plan:**

- A.5.1.a Item development and subsequent field-testing will occur in two administration windows (PBA and EOY), which will be approximately one month apart. The full field test covering both PBA and EOY will occur spring 2015.
- A.5.1.b Both the PBA and EOY forms will be in one test booklet with two sealed sections separating the two administrations. Materials will be retained at the school or district for the duration of the field test; materials will not be returned to Pearson and re-distributed between the PBA and EOY administration windows
- A.5.1.c This will be a census field test for G3 and G4 and will be administered only in pencil / paper format. Test Monitoring will not be performed. For the spring 2015 field test, additional G4 students from the bilingual population will be utilized to obtain additional student responses at G4.
- A.5.1.d With the low expected N-counts for the G4 operational test, Pearson will attempt to pre-quate based upon the field test results. In order to do this from the field test, the field test forms will be designed to contain some common items. The linking strategy will be mutually agreed upon with CDE, Pearson, and its subcontractor.
- A.5.1.e CDE will provide Pearson with a distribution file for the spring 2015 field test for the purposes of registration, packaging and distribution of materials. Districts will be able to create and affix their own generated labels or grid demographic information
- A.5.1.f The table below includes the total form count for PBA and EOY by grade level. The target N-Count per form is 250.

<b>Content Area</b>	<b>Grade</b>	<b>Total Form Count</b>
<b>PBA</b>	3	3
	4	3
<b>EOY</b>	3	4
	4	4

- A.5.1.g Pearson will develop one printed test administrator manual per grade.
- A.5.1.h Materials will be packed by school and shipped to the district. Final distribution specifications will be mutually agreed upon between CDE and Pearson. A secure online electronic ordering system will not be utilized for the field test. Materials will be packaged and shipped based upon a CDE provided enrollment file and a pre-determined materials overage. Last minute shortages can be addressed via email directly to the program team.
- A.5.1.i There will be security scanning on secure test booklets.
- A.5.1.j Electronic Images. Test booklets will not be scanned upon receipt. They will be scored directly through the hard copy. Test booklets will be retained for a period of one-year and then will be destroyed upon authorization by CDE.



**A.6 Web-Based Online Test Delivery System**

Does not apply. PearsonAccess will not be utilized for the field test administration.

**A.7 Scanning and Scoring**

After materials have been returned to Pearson from participating districts, Pearson’s professional scorers shall score and enter results from multiple choice (MC) responses directly from the paper booklets into Pearson’s database. Pearson shall score the constructed response/performance based items.

**A.7.1 Scoring**

A.7.1.a A three day on-site range-finding meeting will be conducted following the spring 2015 field test. Pearson will pull responses from booklets and prepare for the range-finding.

A.7.1.b Pearson shall use the Missy (mini-scoring system) as the scoring solution. The raw output will be a response file to Pearson’s Psychometric Research Services. The approximate constructed response effort is a total of 12 Prose Constructed Response (PCR) and Narrative Prose Constructed Response (NPCR) items to be piloted.

A.7.1.c Scoring quality will be managed as follows:

<b>Monitoring and Managing Scoring Quality</b>	
Second Scoring	The Contractor’s scoring staff shall closely monitor scorer performance and provide inter-rater reliability statistics. There shall be a 10% second scoring rate for operational scoring. Field testing scoring will employ a 10% second scoring rate. Means of determining the final score will be mutually determined by CDE and the Contractor.
Backreading	The Contractor’s supervisory staff shall review the scores assigned to individual student responses to confirm that the scores were correctly assigned and to give customized feedback and remediation to scorers. There shall be a 5% backreading rate with higher rates for scorers identified as requiring remediation until they meet scoring expectations or are dismissed from the project. Means of determining the final score will be mutually determined by CDE and the Contractor.
Calibration	The Contractor shall provide continuing training and reinforce the scoring standards. Calibration proactively promotes accuracy by exploring project specific issues, score boundaries, or types of responses that are particularly challenging to score consistently.
Validity	The Contractor shall verify that scorers are applying the same standards throughout the project and guard against scorer drift and ultimately group drift.
Validity for Review	The Contractor will use validity responses that are annotated and flagged for review. These responses shall be sent automatically for review if the scorer does not assign the correct score, and aid in preventing scorer drift.
Scorer Exception Processing	The Contractor’s project managers shall define intervals at which the scoring director will check scorer validity exact and adjacent agreement. If scoring is below pre-set standards, the scoring director interrupts their scoring so they may work with a scoring supervisor, review anchor papers, or take other steps to improve

	scoring. This process prevents scorers from continuing to score if standards are not maintained.
Frequency Distribution	The number or percentage of scores assigned at each score point of a rubric and is another key metric that will be tracked and managed during scoring. Anomalous trends are examined in conjunction with validity statistics to determine what actions to take.
Inter-rater Reliability	Scoring supervisors and scoring directors shall monitor individual and group performance. Scoring experts shall target individuals for increased backreading and feedback, and if necessary, retraining.
Retraining and Resetting Scores	Scoring directors shall assess a scorer's performance by reviewing statistics for inter-rater reliability, validity, backreading, and frequency distribution to diagnose areas of concern. If an underperforming scorer remains below the established standards for accuracy, the scorer shall be released from the project and his or her scores reset and redistributed.
Reporting and Data Analysis	The Contractor's scorers shall capture and track score data. Reviewing up-to-date scorer performance statistics shall enable the Contractor to quickly identify particular scorers whose performance falls outside of group norms while also keeping close track of the group as a whole.

A.7.1.d Assumes zero scanning. Scoring and input into Missy shall occur directly by the scorers from the paper response booklets. Pearson will use on-site scorers for this field test. There will not be online qualification or online/distributed scoring. Due to the small n-count, reports for monitoring and reporting of scoring will be limited.

A.7.1.e Resolution of Data. Contractor is not scheduled to collaborate with CDE or districts to resolve discrepancies in district data. Contractor shall provide CDE with raw demographic results. Pearson and CDE will review and approve editing specifications

## A.8 Reporting of Data Files and Assessment Results

**Reporting:** Pearson's field test reporting responsibilities for spring 2015 will be limited to providing CDE with a raw demographic file from the field test. Demographics will be hand entered based upon a set of demographics mutually agreed to. CDE will provide a demographic look-up file that will be used during data entry. Pearson will deliver a demographic file based upon the key entry effort in excel format. All editing rules and other key entry specifications will be agreed to prior to key entry. No alerts or district clean-up will be utilized post admin. CDE will utilize this demographic file for all necessary participation calculations. No summaries, data manipulation, or aggregations will be provided by Pearson.

## A.9 Psychometric, Research, and Technical Activities

Pearson's psychometric research services (PRS) will receive an export from the database. PRS will then run basic item level analyses on each item.

Pearson and CDE will hold a joint Pearson-CDE data review. From the items that survive data review, Pearson and its development subcontractor will have a bank of items to build one operational form beginning in spring 2016.

**Data Analysis:** Pearson's data analysis will include basic classical analyses, such as item means, response distributions, and point biserials. Differential Item Functioning statistics will be provided if allowed by n-count. Pearson will capture or record limited demographic data (gender, race/ethnicity, etc.) for CDE use only. There will be a 1 day virtual data review with educators.

**A.10 Training and Support**

Field Test training will be developed and conducted by CDE staff. Contractor will not be responsible for District Assessment Coordinator, School Assessment Coordinator, or Test Administrator training.

**A.11 Customer Service**

CDE staff will be responsible for providing telephone and email support for the administration of this field test. The Contractor shall be responsible for providing customer service for shipping and materials management.

Document Title	Document Description	Number of Pages	Number of Forms	Order Quantity
<b>Non-scannable Test Books/Scripts</b>		160	8	0
G3 Spanish Language Arts Field Test Booklet - PBA and EOY	8-3/8X10-7/8 self cover booklet, saddle stitched, 50# white offset, prints black and white on white, two seals applied to separate PBA and EOY	80	4	1,200
G4 Math Field Test Booklet - Stand Alone Items	8-3/8X10-7/8 self cover booklet, saddle stitched, 50# white offset, prints black and white on white, two seals applied to separate PBA and EOY	80	4	1,200
<b>Other Non-Scannable Printed Materials (Manuals, etc.)</b>		0	0	0
TEACHER/PROCTOR MANUAL FOR GRADE 3 or 4	8-3/8X10-7/8 self cover booklet, saddle stitched, 50# white offset, prints black on white	24	1	200

Amendment 4, Exhibit E-2

Payment Schedule for Contract Period March, 2015 through June 30, 2015

	INVOICE DATE	INVOICE AMOUNT	Completed Associated Tasks and Services	
Payment 1 (Work through March 2015)	March 30, 2015	\$374,329.50	Spanish Language Arts <ul style="list-style-type: none"> <li>• Content Development</li> <li>• Ancillary Development</li> <li>• Program Management</li> <li>• Production/Manufacturing/Distribution</li> <li>• Travel and Meetings</li> </ul>	\$374,329.50
Payment 2 (Work through June 2015)	June 30, 2015	\$1,122,988.50	Spanish Language Arts <ul style="list-style-type: none"> <li>• Content Development</li> <li>• Ancillary Development</li> <li>• Program Management</li> <li>• Information Technology</li> <li>• Quality Assurance</li> <li>• Production/Manufacturing/Distribution</li> <li>• Travel and Meetings</li> </ul>	\$1,122,988.50
TOTAL FOR 2015 Spanish Language Arts Field Test		<b>TOTAL \$1,497,318</b>	Spanish Language Arts	\$1,497,318.00

### Spanish Language Arts Cost Summary

	July 1, 2014 - June 30, 2015
Spanish Language Arts Content Development	\$725,993
Spanish Language Arts Ancillary Development	\$3,822
Spanish Language Arts Program Management	\$204,357
Spanish Language Arts Information Technology	\$47,266
Spanish Language Arts Psychometrics	\$101,500
Spanish Language Arts Quality Assurance	\$30,530
Spanish Language Arts Test Delivery System	\$0
Spanish Language Arts Production_Mfg_Dist	\$116,384
Spanish Language Arts Receiving/Scanning/Editing	\$73,946
Spanish Language Arts Reporting	\$12,538
Amendment 4, Exhibit F-2: Colorado - Spanish Language A	\$132,599
Spanish Language Arts Travel and Meetings	\$48,383
<b>Spanish Language Arts Total</b>	<b>\$1,497,318</b>