

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT made the 24th day of October, 2014, in the Territory of the U. S. Virgin Islands by and between the Government of the Virgin Islands, **DEPARTMENT OF PROPERTY AND PROCUREMENT**, on behalf of the **DEPARTMENT OF EDUCATION**, 1834 Kongens Gade, St. Thomas, Virgin Islands 00802-6746 (hereinafter referred to as "Government"), and **American Institutes for Research in the Behavioral Sciences, Inc.**, 1000 Thomas Jefferson St., NW, Washington, DC 20007 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Department of Education ("Department" or "VIDE") is in need of a Contractor to provide support for the implementation, operation, and delivery of the Smarter Balanced Assessment System in English Language Arts ("ELA") and Mathematics ("Math"); and

WHEREAS, on September 30, 2010, the Virgin Islands Standards, Assessment and Accountability Initiative Policy Committee unanimously voted to approve the adoption of the new Common Core State Standards ("CCSS"); thus VIDE became an affiliate member of the Smarter Balanced Assessment Consortium ("SB" or "Consortium") and began to pilot the Smarter Balanced CCSS assessments during the 2013-2014 School Year; and

WHEREAS, as a member state of the Consortium, the Department entered into a Multi-Agency Assessment Cooperative ("MAAC") in February of 2014, a procurement group initiative comprising of six (6) United States Department of Education of the States of Idaho, Hawaii, South Dakota, Washington, West Virginia and the Virgin Islands to solicit and evaluate qualified bids intended to support each agency with its transition to the Smarter Balanced Assessments; and

WHEREAS, the Contractor was selected as the successful bidder under Request for Proposals number MAAC RFP NO 2014-09 and was approved by the Government on September 30, 2014 under Memorandum of Understanding and Agreement No. GC077DOE14; and

WHEREAS, the Contractor, represents that it is willing and capable of providing such services; and

WHEREAS, the Contractor represents that it has complied with all applicable local and federal laws, rules and regulations, as they apply to the implementation of this contract; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this Contract.

2. TERM

The term of this Contract shall commence October 24, 2014, and shall terminate three (3) years thereafter. The Government shall have the option to renew the contract for two (2) additional one (1) year period subject to the appropriation and availability of funds, and provided that the

Government serve written notice of its decision to exercise said option prior to the expiration of the contract term.

3. **COMPENSATION**

The Government, in consideration of the satisfactory performance by the Contractor of the services described in Addendum I (Scope of Services), attached hereto and made a part of this Contract, agrees pay the Contractor the sum not to exceed **SIX HUNDRED SEVENTEEN THOUSAND, EIGHT HUNDRED TWELVE DOLLARS AND ZERO CENTS (\$617,812.00)**, in accordance with the provisions set forth in ADDENDUM II (Compensation), attached hereto and made a part of this Contract.

4. **TRAVEL EXPENSES**

In addition to the compensation for services as specified in Paragraph 3 above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed NOT APPLICABLE (\$N/A).

5. **RECORDS**

The Contractor, when applicable, will present documented precise records of time and/or money expended under this Contract.

6. **PROFESSIONAL STANDARDS**

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

7. **DOCUMENTS, PRINTOUTS, ETC.** All documents, books, records, instructional materials, programs, printouts, and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to the Government at the termination of this Contract. The above-described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

8. **LIABILITY**

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature including, but not limited to, unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.

9. **ASSIGNMENT**

The Contractor shall not subcontract or assign any part of the services under this Contract without prior consent of the Government.

10. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, to the extent caused by Contractor's negligence of Government.

11. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

13. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification, or amendment in any instance or instances shall in no event be construed to be a general waiver, modification, or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

14. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties hereto, and all prior understanding or communications, written or oral, with respect to the Project, which is the subject matter of this Contract, are merged herein.

15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, the Government will have the right to withhold out of any payment due to Contractor, such sums as the Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, the Government may apply such sums in such manner as the Government may deem proper to secure itself or to satisfy such claims. The Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by the Government if and while Contractor gives satisfactory assurance to the Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

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16. CONDITION PRECEDENT

This Contract is subject to the availability of funds appropriated for such purpose and to the approval of the Governor of the Virgin Islands.

17. TERMINATION

Either party shall have the right to terminate this Contract with or without cause on thirty (30) days written notice to the other party specifying the date of termination.

18. PARTIAL TERMINATION

The performance of work for services under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the 30-day notice.

19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability, or national origin.

20. CONFLICT OF INTEREST

- (a) The Contractor covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) The Contractor further covenants that it is:
 - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
 - (2) a territorial officer or employee and as such, has:
 - (i) familiarized itself with the provisions of Title 3, Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this contract in its official capacity; and
 - (iii) no financial interest in this Contract as that term is defined in Section 1101(1) of said Code chapter.

21. EFFECTIVE DATE

The effective date of this Contract shall be the day of execution of the Contract by the Governor of the Virgin Islands.

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22. NOTICE

Any notice required to be given, by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT: Cecilia Milliner-Emanuel, Assistant Commissioner
Department of Property & Procurement
Sub Base, Building No. 1
St. Thomas, Virgin Islands 00802

Sharon A. McCollum, Commissioner Designee
Department of Education
No. 1834 Kongens Gade
St. Thomas, Virgin Islands 00802-6746

CONTRACTOR: Vickie Brooks
American Institutes for Research in the Behavioral Sciences, Inc.,
Contract Officer
1000 Thomas Jefferson St., N.W.
Washington, DC 20007

23. LICENSURE

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code;
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations; and

24. FALSE CLAIMS

The Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government, or any officer, department, board, commission, or other agency of the Government of the Virgin Islands, knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offense under Virgin Islands law.

25. NOTICE OF FEDERAL FUNDING

The Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious or fraudulent. The Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

26. DEBARMENT CERTIFICATION

By execution of this Contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish it subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT." In the event the Contractor or subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

27. LIABILITY INSURANCE

The Contractor shall provide the Government with proof of General Liability Insurance coverage and Professional Liability Insurance coverage for the entire period of this Contract. The Contractor shall be insured under each policy in an amount of not less than **One Million Dollars and Zero Cents (\$1,000,000.00)**. In the event that the Contractor's existing coverage will expire before the end of the term of this Contract, the Contractor shall provide proof of the renewal of coverage within ten (10) days after beginning of the new period of the insurance. The policies shall be maintained with insurer(s) and in a form satisfactory to the Government, and the Contractor shall submit a Certificate of Liability Insurance and Declaration/Endorsement pages naming the Government as an additional insured and certificate holder on the commercial General Liability Policy.

28. BILLING PROCEDURES and PAYMENT

The Government will pay Contractor upon receipt of properly completed invoices that shall describe and document to the Government's satisfaction, and shall contain information, including but not limited to, the period of services covered by the invoice, description of the services performed, and the amount of fees in accordance with the compensation schedule in ADDENDUM II attached hereto and made a part of this Contract. Each invoice must be accompanied by applicable supporting documents, including but not limited to any reports/results due for the applicable invoice period.

Payment shall be considered timely if made by the Government within sixty (60) days after receipt of properly completed invoices, and verification that the services invoiced were provided in accordance with the Contract and all applicable federal and local laws and regulations, including all applicable policies, rules, and procedures pertaining to this Contract or the services provided hereunder. Payment shall be sent to the address designated by the Contractor. The Government may, at its sole discretion, withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract. No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the Government.

29. FORCE MAJEURE

Neither Party shall be liable to the other for any delays or failure to perform under this Contract, as a result of conditions reasonably beyond the Party's control including but not limited to war, terrorist acts, riot, strikes, fire, earthquakes, hurricanes, floods, or any act of God.

30. DEFAULT AND FAILURE TO PERFORM

In the event of any failure or refusal of the Contractor to perform its obligations under this Contract, except as defined in Paragraph 29, all costs, charges, and expenses that the Department suffers shall be a part of the damages to be paid by the Contractor to the Department, as a result of such failure or refusal to perform

31. SEVERABILITY

If any of the provisions of this contract are determined to be invalid, such invalidity shall not affect or impair the validity of the other provisions, which shall be considered severable and shall remain in full force and effect.

32. OTHER PROVISIONS

Addendum I, Addendum II, Addendum III, Attachment A, and the Contractor's eligibility documents are attached hereto, and made a part of this Contract and are incorporated herein by reference.

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IN WITNESS WHEREOF, the parties intending to be legally bound have hereunto set their hands on the day and year first above written.

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

Kevin T. Tindall

Sharon Ann McCollum 3/30/15
Sharon A. McCollum, PhD Date
Commissioner Designee
DEPARTMENT OF EDUCATION

Lisa Hill

Cecilia Milliner-Emanuel 4/24/15
Cecilia Milliner-Emanuel Date
Assistant Commissioner
DEPARTMENT OF PROPERTY AND PROCUREMENT

CONTRACTOR

AMERICAN INSTITUTES FOR RESEARCH IN THE
BEHAVIORAL SCIENCES, INC.

Cam Cook

Vickie Brooks 3/25/15
Vickie Brooks Date
Contract Officer

APPROVED:

Kenneth E. Mapp
Kenneth E. Mapp
GOVERNOR OF THE VIRGIN ISLANDS

05-28-15
Date

APPROVED FOR LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE:

Teri G. [Signature]

5/13/15
Date

Account Code No. _____

Purchase Order No. _____

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Contract No.

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of Contract No. _____ entered into between The Department of Education and **American Institutes for Research in the Behavioral Sciences, Inc.**

Commissioner,
Department of Property and Procurement

Contract No.

PC058D0E15

Contractor's Initials: VB

ADDENDUM I
(Scope of Services)

Overview of Services

The Contractor will facilitate the administration, scoring and reporting of Smarter Balanced assessments services as stipulated in Contractor's proposal which has been amended to reflect the services that will be provided for the VIDE. Attachment A, "VIDE ITEMIZED SCOPE OF WORK" is incorporated herein and is an itemized catalog and timeline of all services provided under this contract.

DEPARTMENT OF JUSTICE
OFFICE OF THE
ATTORNEY GENERAL
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ADDENDUM I
(Scope of Services)

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OFFICE OF THE
ATTORNEY GENERAL
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ADDENDUM II
(Compensation)

The Government agrees to pay the Contractor for the satisfactory performance of the services, as described in ADDENDUM I (Scope of Services), upon receipt of properly completed invoices and verification that the services were provided, in an amount not to exceed **Six Hundred Seventeen Thousand, Eight Hundred Twelve Dollars and Zero Cents (\$617,812.00)**, to be paid in multiple and partial billings as delineated below:

YEAR 1:

Year 1 Administrative due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Fifty-Eight Thousand, Fifty Eight Dollars and Zero Cents (\$58,058.00)**.

Year 1 Scoring due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Seventy-Five Thousand, Three Hundred Ninety-Eight Dollars and Zero Cents (\$75,398.00)**.

Year 1 Reporting due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Seven Hundred Ninety-Eight Dollars and Zero Cents (\$798.00)**.

Year 1 Ancillary Materials (online only) due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Eighteen Thousand Dollars and Zero Cents (\$18,000.00)**.

Year 1 Interim Assessments for students in Grades 3-8 and 11 in an amount not to exceed **Zero Dollars and Zero Cents (\$0.00)**.

Year 1 Technical Reporting due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Fifteen Thousand, Seven Hundred Eighty-Two Dollars and Zero Cents (\$15,782.00)**.

Year 1 Data Forensics Analysis due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Fifteen Thousand Dollars and Zero Cents (\$15,000.00)**.

Year 1 Inventory of Student Responses and Supporting Documentation due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Three Thousand Dollars and Zero Cents (\$3,000.00)**.

Year 1 Digital Library due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** for Year 1.

Year 1 Advisory/Committee Meetings due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Twenty-Eight Thousand Dollars and Zero Cents (\$28,000.00)**.

Year 1 IHE Reporting due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Two Thousand Eight Hundred Dollars and Zero Cents (\$2,800.00)**.

Total Year 1 in an amount not to exceed **Two Hundred Seventeen Thousand, Eighty-Six Dollars, and Zero Cents (\$217,086.00)**

YEAR 2:

Year 2 Administrative due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Fifty-Eight Thousand, Fifty Eight Dollars and Zero Cents (\$58,058.00)**.

Year 2 Scoring due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Seventy-Six Thousand, Nine Hundred Six Dollars and Zero Cents (\$76,906.00)**.

Year 2 Reporting due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Seven Hundred Ninety-Eight Dollars and Zero Cents (\$798.00)**.

Year 2 Ancillary Materials (online only) due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **One Thousand Eight Hundred Dollars and Zero Cents (\$1,800.00)**.

Year 2 Interim Assessments for students in Grades 3-8 and 11 in an amount not to exceed **Zero Dollars and Zero Cents (\$0.00)**.

Year 2 Technical Reporting due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Fifteen Thousand, Seven Hundred Eighty-Two Dollars and Zero Cents (\$15,782.00)**.

Year 2 Data Forensics Analysis due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Fifteen Thousand Dollars and Zero Cents (\$15,000.00)**.

Year 2 Inventory of Student Responses and Supporting Documentation due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Three Thousand Dollars and Zero Cents (\$3,000.00)**.

Year 2 Digital Library due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Two Hundred Fifty Dollars and Zero Cents (\$250.00)**.

Year 2 Advisory/Committee Meetings due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Twenty-Eight Thousand Dollars and Zero Cents (\$28,000.00)**.

Year 2 IHE Reporting in an amount not to exceed **Zero Dollars and Zero Cents (\$0.00)**.

Total Year 2 in an amount not to exceed **One Hundred Ninety-Nine Thousand, Five Hundred Ninety-Four Dollars and Zero Cents (\$199,594.00)**

YEAR 3:

Year 3 Administrative due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Fifty-Eight Thousand, Fifty Eight Dollars and Zero Cents (\$58,058.00)**.

Year 3 Scoring due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Seventy-Eight Thousand, Four Hundred Forty-Four Dollars and Zero Cents (\$78,444.00)**.

Year 3 Reporting due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Seven Hundred Ninety-Eight Dollars and Zero Cents (\$798.00)**.

Year 3 Ancillary Materials (online only) due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **One Thousand Eight Hundred Dollars and Zero Cents (\$1,800.00)**.

Year 3 Interim Assessments for students in Grades 3-8 and 11 in an amount not to exceed **Zero Dollars and Zero Cents (\$0.00)**.

Year 3 Technical Reporting due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Fifteen Thousand, Seven Hundred Eighty-Two Dollars and Zero Cents (\$15,782.00)**.

Year 3 Data Forensics Analysis due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Fifteen Thousand Dollars and Zero Cents (\$15,000.00)**.

Year 3 Inventory of Student Responses and Supporting Documentation due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Three Thousand Dollars and Zero Cents (\$3,000.00)**.

Year 3 Digital Library due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Two Hundred Fifty Dollars and Zero Cents (\$250.00)**.

Year 3 Advisory/Committee Meetings due and payable within thirty (30) days upon receipt of properly completed invoices and verification that the services were provided in an amount not to exceed **Twenty-Eight Thousand Dollars and Zero Cents (\$28,000.00)**.

Year 3 IHE Reporting in an amount not to exceed **Zero Dollars and Zero Cents (\$0.00)**.

Total Year 3 in an amount not to exceed **Two Hundred One Thousand, One Hundred Thirty-Two Dollars and Zero Cents (\$201,132.00)**.

TOTAL CONTRACT COST IN AN AMOUNT NOT TO EXCEED SIX HUNDRED SEVENTEEN THOUSAND, EIGHT HUNDRED TWELVE DOLLARS AND ZERO CENTS (\$617,812.00)

ADDENDUM III
(Other Terms and Conditions and Attachments)

2015 APR 23
DEPARTMENT OF JUSTICE
OFFICE OF THE
ATTORNEY GENERAL

33. THE FOLLOWING IS HEREBY ADDED TO THE END OF PARAGRAPH 7 (DOCUMENTS, PRINTOUTS, ETC.) OF THE CONTRACT:

This paragraph excludes supplied materials and work product developed outside of this Agreement by the Contractor prior to this Contract's effective date, including work products developed under a previous or pre-existing Agreement. Specifically, all intellectual property created by the Contractor which are provided, used, and supplied by Contractor, including all software and derivations thereof, remain the exclusive intellectual property of Contractor and nothing contained herein shall be construed as granting Department any right, title, or interest in or to Contractor's intellectual property. Together, these materials shall be considered proprietary materials owned by Contractor ("Contractor's Proprietary Material") unless otherwise stated within previous or pre-existing Agreement. The Contractor hereby grants the Government of the Virgin Islands, Department of Education, a non-exclusive, royalty-free license to access and use Contractor's Proprietary Material during the term of this contract as required by Contractor to deliver the services herein. The Government of the Virgin Islands, Department of Education acknowledges Contractor's ownership interest in such Contractor's Proprietary Material.

34. THE FOLLOWING IS HEREBY ADDED TO THE END OF PARAGRAPH 9 (ASSIGNMENT) OF THE CONTRACT:

This paragraph excludes Contractor subcontracting to Measurement Incorporated for paper/pencil and handscoring activities as stipulated in their proposals which was accepted by MAAC.

35. THE FOLLOWING IS HEREBY ADDED TO THE END OF PARAGRAPH 17 (TERMINATION) OF THE CONTRACT:

This termination shall be effected by delivering to the Contractor a Notice of Termination and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the 30-day notice.

36. LIMITATION ON LIABILITY

(a) Contractor's liability to the Government under or relating to this Contract shall be limited to actual damages and shall in no event exceed the total compensation provided for under this Contract. In no event shall Contractor be liable to the Government for any indirect, special, incidental, exemplary or consequential damages relating to or arising from Contractor's services under this Contract or Contractor's breach of any provision or obligation under this Contract or arising from any cause of action under this Contract, including contract, warranty, tort, indemnity, or negligence.

(b) NOTWITHSTANDING ANY TERM OR PROVISION IN THIS CONTRACT TO THE CONTRARY, THE LIMITATION ON CONTRACTOR'S LIABILITY SET OUT IN SUBSECTION (a) OF THIS SECTION SHALL NOT APPLY IN THE EVENT OF

GROSS NEGLIGENCE, RECKLESS CONDUCT, OR WILLFUL MISCONDUCT ON THE PART OF CONTRACTOR.

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Contract No.

Contractor's Initials: **lb**

**ATTACHMENT A TO ADDENDUM I -
SCOPE OF WORK**

USVI MAAC Contract Base SOW
Scope of Work
YEAR 1: September 2014 – June 2015

Line	Tasks	CONTRACTOR PRODUCTS	Scope and Assumptions	DOE Interaction/Approvals	Proposal Section	Timeframe
1	Smarter Balanced General State Assessments (Gr 3-8 and 11 ELA & Math)				2.1	
2	Test Development					
3	Smarter Balanced Summative Assessment	14 Smarter Balanced operational assessments ready for online testing AIR Project Management/Planning Documents: - Test Specifications (Smarter-Provided)	Receive and validate Smarter-provided item banks and test maps for testing, including all Smarter-provided tagging.		2.1.A	December 2014
4	Embedded Field Testing				2.1.B	
5		AIR Project Management/Planning Documents: - Field Test Summary (Smarter-Provided)	Receive and validate Smarter-provided items for embedded field testing	DOE reviews summary of number and types of items	2.1.B	December 2014
6			Configure test delivery system to deliver EFT items to Smarter-provided specifications.	(DOE reviews below in UAT)	2.1.B	February 2015
7			(All data will be returned to states. AIR's delivery to States will include student responses to EFT items necessary for rubric validation, range finding, scoring, data review, equating, etc. covered elsewhere. AIR will work with DOE and Smarter Balanced to ensure data can be delivered according to Smarter Balanced specifications.)		2.1.B	June 2015
8	MAAC (Other Tests) Grades 9 and 10 ELA; Grades 9 and 10 Math					
9		Information concerning this assessment is contained in a separate stand-alone SOW. Only the following states, which expressed interest in administering these assessments will receive this documentation. (ID, WV & USVI)				Spring 2015
10	Accommodations				2.1.C	
11		Configuration Checklist (Will provide Smarter Matrix when it is provided)	Review configuration options available to States, including NeoSpeech voice pack ("Julie")	DOE makes revisions as allowed by Smarter Balanced	2.1.C	Fall 2014
12				Smarter protocols will determine authorization levels for Print-on-Demand, Braille-on-Demand, or Large Print formatting (online)	2.1.C	Fall 2014
13			Configure Student Registration and Test Delivery Systems to Smarter Specifications for all Smarter Balanced embedded and non-embedded universal tools, designated supports, and accommodations, with State-selected options	(DOE reviews below in UAT)	2.1.C	Fall 2014
14	Translations				2.1.C.iv	
15		All Smarter Balanced Translations and Glossaries are available	AIR's systems are configurable to deactivate un-needed languages but AIR does not recommend doing this.	DOE identifies languages to be deactivated as described in SB Guidelines.	2.1.C.iv	Fall 2014
16				(DOE reviews and approves below in UAT)	2.1.C.iv	Fall 2014
17	Practice Test		Configure TIDE and TDS to offer selected languages.		2.1.D	
18		14 Practice Tests	Receive Smarter-provided practice tests and associated ancillary documents, including answer keys, scoring rubrics, sample responses, performance tasks, classroom activities, and guidelines.(grade/level and content area combination)	DOE selects Smarter or state-provided practice test	2.1.D	Fall 2014
19			Practice Test UAT	DOE reviews and approves	2.1.D	prior to deployment date

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Line	Tasks	CONTRACTOR PRODUCTS	Scope and Assumptions	DOE Interaction/Approvals	Proposal Section	Timeframe
20	Training Test		Deploy selected practice tests Practice tests will be available throughout the entire school year.		2.1.D	Fall 2014
21					2.1.E	
22		6 Grade Band Training Tests	Receive Smarter-provided Grade band training tests (grade band and content area combination)	DOE selects Smarter or state-provided training test	2.1.E	December 2014
23			Training Test UAT	DOE reviews and approves	2.1.E	prior to deployment date
24			Deploy selected training tests		2.1.E	January 2015
25	Test Engine				2.1.F	
26		Test Delivery System (TDS)	Provide evidence AIR Test Engine meets Smarter specifications (as long as a realistic certification process is provided. Smarter currently does not have a certification process). User Acceptance Testing (UAT) will provide DOE opportunity to verify correct item rendering, accommodations functionality, item scoring procedures and overall score generation, etc.	DOE reviews and approves	2.1.F	February 2015
27		TDS Specifications, All Operational Smarter Tests	Complete TDS Test Specifications based on Smarter Balanced, common MAAC, and state-specific specifications Common Across MAAC: -- Deployment instance for OP -- TDS Configs (pause rules, etc.) -- TA ability to set test settings -- Other TA configurations (e.g., time between refresh) -- TDS Monitor -- SIRVE (Secure Item Review Viewing Environment) Unique By State: -- Skin -- Smarter and State Specific Testing windows	DOE selects options from TDS specification document that can be unique by state; reviews and approves	2.1.F	Fall 2014 - Winter 2015
28		TDS Specifications, All Interim Smarter Tests	Common Across MAAC: -- Deployment instance for Interim -- Skin -- TDS Configs (pause rules, etc.) -- Other TA configurations (e.g., time between refresh) -- TDS Monitor -- SIRVE (Secure Item Review Viewing Environment) Unique By State: -- TA ability to set test settings -- Testing windows	DOE selects options from TDS specification document that can be unique by state; reviews and approves	2.1.F	Fall 2014 - Winter 2015
29			Configure TDS			February 2015
30			Deploy TDS			March 2015
31	Availability and Capacity				2.1.G	
32				Confirm testing counts	2.1.G	Fall 2014 - Winter 2015
33					2.1.G	Fall 2014 - Winter 2015
34					2.1.G	Ongoing
35	Technology Readiness		Provide updates in management reports		2.1.H	
36		AIR Diagnostic Tool	Ensure AIR technology requirements are to be consistent with the minimum technology requirements established by Smarter Balanced. Publish "Supported Operating Systems and Recommended Specifications"	DOE Reviews	2.1.H	Ongoing
37			Deploy AIR diagnostic tool. (Note: Smarter Balanced Technology Readiness Tool is provided and supported by Smarter Balanced.)	DOE Reviews	2.1.H	Fall 2014
38					2.1.H	Fall 2014

PC058D0E15

Line	Tasks	CONTRACTOR Products	Scope and Assumptions (See Row 92 for more details on guidelines and tutorials)	DOE Interaction/Approvals	Proposal Section	Timeframe
39					2.1.H	
40	System Security		Provide state-branded secure browser for desktops and AIR branded secure browsers for mobile devices and Chromebooks, consistent with Proposal. Provide evidence browser meets Smarter specifications.		2.1.I	
41		Secure Browser		DOE reviews	2.1.I	Fall 2014
42		Chart of MAAC User Roles/access to specific systems functions		DOE provides user roles specific to the state, consistent with Smarter Balanced recommendations	2.1.I	Fall 2014
43			Coordinate across MAAC and recommend master set of user roles	DOE reviews, comments and approves	2.1.I	Fall 2014
44			Finalize and configure user roles applicable to TIDE, TDS & ORS		2.1.I	Fall 2014
45			Follow security plan presented in proposal; update as necessary in consultation with DOE	DOE reviews and comments	2.1.I	Ongoing
46			Monitor security of test content and student data; report any breaches in accordance with the contract requirements identified in the proposal		2.1.I	Ongoing
47	Assessment Delivery System & User Interface Interoperability					
48			Work with state to create a MAAC common student data file layout and a MAAC common score file layout that conforms with Smarter Balanced	DOE will provide a list of districts/complex areas and schools, as well as test coordinators to add to TIDE	2.1.J.i	Fall 2014
49		Documented file layouts, data flows and data reporting	Work with DOE and technology representatives to determine the data flows, sources, transfer process and frequency		2.1.J.i	Fall 2014
50			Test data flows	DOE reviews and approves	2.1.J.i	Fall 2014
51		TIDE Specifications, section on test settings	Draft TIDE specifications for test settings developed based on Smarter Balanced, common MAAC. Common Across MAAC: -- Deployment model -- Data transfer format -- Data transfer frequency -- Student demographics collected -- Demographic codes -- Skin -- User roles -- Admin Features -- Manage Users configuration -- Orders (Process) -- Manage Rosters -- General Resources -- Download Voice Pack -- Download Forms -- Test Improperities/appeals State Specific: -- Orders -- Paper/Pencil forms -- Braille Forms	DOE reviews and comments	2.1.J.ii	Fall 2014
52			Work with state to define a MAAC-common process for creating and re-opening test sessions as needed or extending test windows due to unforeseen circumstances.	DOE provides input	2.1.J.iii	Fall 2014

Line	Tasks	CONTRACTOR PRODUCTS	Scope and Assumptions	DOE Interaction/Approvals	Proposal Section	Timeframe
53			Provide a testing interface containing the features described in section 2.1.j.iv of the proposal.	(DOE reviews below in UAT)	2.1.j.iv	Fall 2014
54			Confer with Smarter and DOE to consider adding enhancements in future releases of AIR and Open Source systems	DOE identifies requests for enhancements	2.1.j.iv	Ongoing after launch
55	Error Logs		Operate monitoring system to detect system errors and will make all reasonable effort to fix errors	DOE reviews error log	2.1.j.iv	Ongoing after launch
56	Administration				2.1.K	
57		Administration of Common MAAC components	Deploy and configure hardware Deploy and configure TIDE, TDS, and associated systems		2.1.K	Fall 2014
58					2.1.K	Fall 2014 - Winter 2015
59			Load Test Packages		2.1.K	February 2015
60			Internal Testing		2.1.K	February 2015
61			Conduct UAT	DOE reviews and approves	2.1.K	2-4 weeks prior to launch
62			Correct issues identified in UAT	DOE confirms	2.1.K	February 2015
63			Lock down		2.1.K	TBD
64		Administration Windows		DOE determines ELA and Math test windows following Smarter Balanced test window specifications	2.1.K.i	After March 9th 2014. In subsequent years test window to be available after 66% of course work is completed and upon a timetable to deploy new test packages provided by Smarter is agreed to by all MAAC jurisdictions. TBD
65			Launch		2.1.K.i	
66	Field Support	TAM, all Smarter sections COMMON TCM, all Smarter sections COMMON 8-10 page, state specific Administration Guide 8-10 page, state specific Coordination Guide	Receive Smarter-provided TAM and TCM. Review with MAAC states to identify errors and report them to Smarter	DOE Reviews	2.1.K.ii	December 2014
67			Incorporate State Specific cover art if required	DOE provides cover art	2.1.K.ii	December 2014
68			Propose modular Table of Contents (TOC) for state	DOE reviews and approves	2.1.K.ii	December 2014
69			Insert Cover Art and Cover	DOE reviews and approves	2.1.K.ii	December 2014
70			Prepare draft, excluding state-specific sections	DOE reviews and approves	2.1.K.ii	December 2014
71			Revise and finalize	DOE reviews and approves	2.1.K.ii	January 2015
72			(see tasks below to complete state-specific sections of TCM and TAM)		2.1.K.ii	
73			Post electronic versions of TCM and TAM (PDF)		2.1.K.ii	January 2015
74	Operations Support (Tier 1 Help Desk) Technical Support (Tier 2/3 Help Desk)		Set up 800 number and email address for each state/jurisdiction. Help Desk information will be posted on each state/jurisdiction portal		2.1.K.iii	Fall 2014
75			Revise FAQs	DOE reviews and approves	2.1.K.iii/iv	Ongoing

PC05000E15

Line	Tasks	CONTRACTOR PRODUCTS	Scope and Assumptions	DOE Interaction/Approvals	Proposal Section	Timeframe
76		Help Desk will be available 1 month prior to the practice test opening and a minimum of one month after the Smarter Balanced summative testing closes. Monday through Friday during normal school hours within the jurisdiction plus 2 hours before and after the school day (nominally 6:00 a.m. to 5:00 p.m. local time)	AIR provides and trains Help Desk staff		2.1.K.iii/iv	Help Desk staff training provided prior to opening of test window
77			Provide a minimum of two points of contact from State/Jurisdiction specific project team, including State/Jurisdiction identified project manager, who will be available to answer and respond to assessment related questions.		2.1.K.iii/iv	As soon as contract is signed
78			Receive, solve, escalate, and log all inquiries, and update FAQs	Address inquiries requiring DOE response	2.1.K.iii/iv	Two weeks prior to assessment window opening and two weeks after assessment window closes
79	Training	Technical Specifications Manual	Show MAAC states Smarter-Modified, 9 online training modules/tutorials, 3 User Guides, 7 brochures, 1 Technical Specifications Manual, 1 TAM and 1 TCM that can be used across Smarter states	DOE reviews and approves existing courses. If necessary, DOE provides state-specific information required for Smarter Training Modules. Additional sections on State-specific tests (if any) is covered on State-Specific scope of Work	2.1.K.v	Sept2014 - Dec2014
80		1 user guide per system (TIDE, ORS, TDS)	Collect comments from all MAAC states to get suggestions for customization to final MAAC-common version. Address how schools and TAs will have access to the Classroom Activity and assignment of Performance Task.		2.1.K.v	Sept2014 - Dec2014
81		TA Training/Certification course (May be augmented to include information on State-Specific assessment. See State specific SOW)	Produce MAAC-common versions for approval. By state, course can be configured to require completion before being allowed to administer assessments or to include acceptance of state-required Confidentiality agreement.	DOE reviews and approves	2.1.K.v	Sept2014 - Dec2014
82		TAM, all Smarter sections	For TAM and TCM, produce with state-specific covers, (DOE provided if required.) TOCs, and placeholders for state-specific modules DOE makes State Specific updates to TAM and TCM.	DOE reviews and approves	2.1.K.v	December 2014
83		TCM, all Smarter sections	Propose modular TOC for state	DOE reviews and approves	2.1.K.v	December 2014
84		Individual State/Jurisdiction portal	Insert Cover Art and Cover	DOE reviews and approves	2.1.K.v	December 2014
85			Prepare draft, excluding state-specific sections	DOE reviews and approves	2.1.K.v	January 2015
86				Provide camera-ready sections of TAM and TCM for insertion (see Tasks below if creating camera ready sections is included in State-specific tasks)	2.1.K.v	December 2014
87			Revise and finalize TAM and TCM	DOE reviews and approves	2.1.K.v	December 2014

PC058D0E15

Line	Tasks	CONTRACTOR PRODUCTS	Scope and Assumptions	DOE Interaction/Approvals	Proposal Section	Timeframe
88		Shared informational brochures >FAQ for District/Complex Administrators >FAQ for Technology Coordinators >FAQ for Test Administrators >FAQ on Online Reporting System >FAQ for Online Testing System (ORS) >FAQ for TIDE >FAQ for Online Reporting System	For brochures, produce with state-specific artwork/titles within specified locations (See below for any task to create/modify brochures for state-specific tests)	DOE reviews and approves	2.1.K.v	Sept2014 - Dec2014
89			Propose outline for Smarter portion of Training Webinar	DOE reviews and approves	2.1.K.v	Sept2014 - Dec2014
90			Review Webinars with MAAC states to get suggestions for customization to MAAC	DOE reviews and approves	2.1.K.v	Sept2014 - Dec2014
91		Webinars: >Webinar for District/Complex Administrators >Webinar for Technology Coordinators >Webinar for Test Administrators >Webinar on Online Reporting System (ORS) Webinars include information on the following: > Online Testing System > TIDE > Online Reporting System (ORS) Smarter Training Modules: >What is a CAT >Performance Task >Accessibility and Accommodations >Universal Tools >Tech Readiness >TA Interface >TIDE >Test Administration Training	Deliver Webinar live once in each state, and record for future use in that State. When Webinars occur is determined by individual state/jurisdiction	DOE reviews and approves	2.1.K.v	"Late" Fall 2014
92			Smarter Training Modules will be posted on each State/Jurisdiction DOE incorporates State Specific information into the Training Modules (if required)	DOE reviews and approves		"Late" Fall 2014
93			Publish all products in electronic format to individual state/jurisdiction portal		2.1.K.v	January 2015
94	Irregularities/Alerts/Forensics	SFTP Alert Site	Create a secure FTP site to post student test papers with alerts.	DOE confirms access	2.1.K.viii	February 2015
95		Alert Tool - Common Across MAAC	Configure Alert Tool to scan text responses for each student record for the presence of MAAC jurisdictions' approved target words and phrases and route to handscore	MAAC provides target words and phrases	2.1.K.viii	March 2015
96			Identify alerts as they occur during handscore	DOE reviews and takes action	2.1.K.viii	Ongoing during test window
97		Data Forensics	Configure systems to collect data and provide analysis as described in proposal. Produce forensics reports.		2.1.K.viii	December 2014
98				DOE reviews and takes action	2.1.K.viii	These reports will be ongoing during the scoring window.
99			Provide cost estimate (if any) and provide data/analyses	DOE requests additional forensic data or analyses		
100	Record Reconciliation		Provide common Data Reconciliation procedures including method, validation specifications, file layout, and data exchange frequency (weekly, daily [up to once per day]).	DOE reviews and approves	2.1.K.ix	Before the TIDE window opens
101			State reviews student data file layout	DOE reviews	2.1.K.ix	January 2015

P05800E15

Line	Tasks	CONTRACTOR Products	Scope and Assumptions	DOE Interaction/Approvals	Proposal Section	Timeframe
102			AIR will capture the student demographic data AT THE TIME OF TESTING and that is what will be included in the data file we send to client at the end of the window. Satates may make edits student data using automated data file uploads and/or using TIDE (with CSV files or individual records) up until testing occurs.	DOE reconciles	2.1.K.ix	During TIDE Window
103			Post files to SFTP		2.1.K.ix	Jun-15
104	Scoring		Configure for machine-scoring of items with explicit rubrics		2.1.K.xi	Dec2014 - Feb2015
105			Test and confirm		2.1.K.xi	Dec2014 - Feb2015
106		Handscoring specifications	Prepare handscoring specifications that meets Smarter requirements, covering training, agreement rates, condition codes, process for handling alerts, QA (including information on how to handle 15% double reads, 5% validity), scoring process reporting, and security	DOE reviews	2.1.K.xi	Fall 2014
107			Test handscoring system and data flow between AIR and Measurement Inc. (MI)		2.1.K.xi	Oct-2014 - Jan-2015
108			Receive all scoring materials from Smarter, including training, qualifying, and validity papers			Nov2014 - Jan-2015
109			Measurement Inc. (MI) will recruit, qualify, and assign scorers		2.1.K.xi	March 2015 - June 2015
110			Provide cost estimate (if any) and revise plan below	DOE requests variation from scoring plan in Proposal		December 2014
110			Scorers assign primary and 15% secondary scores, with 5% validity papers	DOE may participate and provide feedback during the scoring window	2.1.K.xi	March 2015 - June 2015
111			Monitor inter-rater reliability and provide reports	DOE reviews statistics	2.1.K.xi	March 2015 - June 2015
112			Resolve non-adjacent primary and secondary scores		2.1.K.xi	March 2015 - June 2015
113			Complete Scoring			
114			Flow hand-scores to DoR		2.1.K.xi	March 2015 - June 2015
115	Operational Psychometrics	AIR Project Management/Planning Documents: -Analysis Specifications (Smarter-provided) -QC Specifications -Scoring Engine Specifications -Test Specifications (Smarter-Provided)	Confirm correct Import Smarter Balanced bank item parameters, both within grade and vertically linked parameter estimates, along with all other attributes of the Smarter Balanced items.		2.1.K.xi	Dec-2014 - Feb-2015
116			Use simulated test administrations to test and verify the performance of all scoring and reporting systems		2.1.K.xii	February 2015
117			Monitor the performance of testing through a series of quality assurance (QA) reports on item statistics, blueprint match rates, and item exposure rates			Ongoing throughout testing window
118			Apply Smarter rules to obtain Smarter scores	DOE reviews	2.1.K.xii	Ongoing throughout testing window
119			Use software requested by state to calibrate test items for Smarter Balanced	DOE specifies software in consultation with Smarter	2.1.K.xii	TBD
120			Review outcomes or QA reports with State	Review issues	2.1.K.xii	Ongoing throughout testing window
121		Technical Reports TOC and Smarter Sections	Incorporate technical document and reports from Smarter Balanced			September 2015 and November 2015

PC05000E15

Line	Tasks	CONTRACTOR PRODUCTS	Scope and Assumptions	DOE Interaction/Approvals	Proposal Section	Timeframe
122			Provide reports and analyses in the proposal that provide evidence of the reliability of the Smarter Balanced assessments within each state's assessment context, such as aspects of reliability, including interrater agreement for hand-scored item responses, are specific to each implementation of the Smarter Balanced assessments		2.1.K.xii	September 2015 and November 2015
123			Produce reports and analysis in the proposal to provide evidence of validity of content validity/alignment, comparability across accommodations, and predictive validity for interim assessments.		2.1.K.xii	September 2015 and November 2015
124			Incorporate Smarter-provided Sections of Technical Report, with state-specific results if necessary	DOE reviews	2.1.K.xii	September 2015 and November 2015
125			Revise if necessary	DOE reviews and approves	2.1.K.xii	September 2015 and November 2015
126			Produce an electronic version (PDF) and six bound copies of the technical report		2.1.K.xii	December 1st 2015
127	Reporting (Summative)	Reporting Specifications	Draft MAAC Common reporting requirements using AIR's reporting system (ORS) for Smarter summative assessments	MAAC collaboration	2.1.K.xiii	Fall 2014
128			Create ORS specs, including when scores are released to ORS	MAAC review	2.1.K.xiii	Fall 2014
129			Create ORS mock-ups	MAAC approval	2.1.K.xiii	Fall 2014
130			Conduct ORS UAT	DOE reviews and approves	2.1.K.xiii	January 2015
131			Deploy ORS		2.1.K.xiii	March 2015
132			Release results in ORS		2.1.K.xiii	Ongoing during testing window
133		G11 Reports to Institutions of Higher Education (IHE)	Collaborate with the state and representatives of the IHE to establish business rules for data exchange, and benchmark information to be included	DOE reviews and approves	2.1.K.xiii	Fall 2014 - Winter 2015
134			IHE Report Mock-up in ORS	DOE reviews and approves	2.1.K.xiii	January 2015
135			Provide electronic copies (link) to final reports	DOE reviews and approves	2.1.K.xiii	February 2015
136			Provide Individual Online ISRs for each assessment		2.1.K.xiii	Ongoing during and after testing window
137		Appeals	Deploy Secure Item Review Viewing Environment (SIRVE)		2.1.K.xiii	February 2015
138			Configure MAAC-common appeals module of TIDE	DOE provides input	2.1.K.xiii	Fall 2014 - Winter 2015
139			Authorized users submit appeals in TIDE and the DOE reviews the appeal request for further action	DOE reviews	2.1.K.xiii	March 2015
140			Provides the results of approved appeal requests through the TIDE system		2.1.K.xiii	Ongoing during and after testing window
141	Smarter Balanced Interim				2.2	

PC05000 E 15

Line	Tasks	CONTRACTOR PRODUCTS	Scope and Assumptions	DOE Interaction/Approvals	Proposal Section	Timeframe
142		Smarter Balanced Interim Assessments for Math/ELA grades 3-8, 11	Receive and validate Smarter-provided item banks and test maps for Interim Block and Summative Clone Interim assessments, including all Smarter-provided tagging.	Identify Smarter Interim Assessments to be made available and associated windows	2.2	Fall 2014
143		Training module on Interim Handscoring	Draft MAAC-common reporting requirements using AIR's reporting system (ORS) to contain everything that Smarter reports include for Smarter interim assessments, including business rules for assessments with pending handscoring. AIR will provide resource materials and training to aid in the hand scoring of interim assessment items		2.2	Fall 2014 - Winter 2015
144			UAT of Interim Assessments	MAAC reviews and approves	2.2	January 2015
144			Deploy selected Interim Assessments in test delivery system and Hand-Scoring module.		2.2	January 2015
145			Create ORS specs, including when scores are released to ORS		2.2	Fall 2014
146			Create ORS mock-ups	MAAC reviews and approves	2.2	Fall 2014
147			Conduct ORS UAT		2.2	Fall 2014
148			Deploy ORS		2.2	January 2015
149			Open Interim Windows		2.2	January 2015
150			Provide User Support for Interim Assessment delivery and teacher hand-scoring. HelpDesk staff will be able to address questions for interim assessments.			
151			Release results in ORS		2.2	Ongoing as soon as interim tests are available
152		Smarter Balanced Digital Library (K-12)			2.2	Ongoing during testing window
153		Smarter Balanced Digital Library		Identify proposed users for the Digital Library and identify source of user information, if different from current sources to populate TIDE	2.3	Fall 2014
154			Arrange with Smarter Balanced to allow users to access to Smarter-hosted Digital Library using a single sign-on. Depending on Smarter decisions, this may require state users to login separately to the Digital Library or may allow for single sign-on with AIR systems and the Digital Library.		2.3	Fall 2014
155			Update HelpDesk training and internal FAQ to support user requests for login/password access to the Digital Library. Training on functionality for the Digital Library is not specifically included, although AIR will make best efforts to provide support beyond access.		2.3	Fall 2014
156		Project Management			3.1	
157		Master Project Calendar/Schedule, updated as required	Prepare draft calendar with AIR-required dates on interrelated tasks (e.g., receiving Smarter test packages)		3.1.C	
158			Provide DOE staff with timely updates about project activities and progress toward project goals	DOE collaborates	3.1.C	Ongoing
159		Issues Log updated weekly			3.1.C	Ongoing

Line	Tasks	CONTRACTOR PRODUCTS	Scope and Assumptions	DOE Interaction/Approvals	Proposal Section	Timeframe
160		Weekly list of issues needing resolution with the required resolution dates as necessary to meet project deadlines.	Alert DOE to issues requiring resolution and notify DOE in advance of any changes or potential changes that may affect the administration of the Smarter, EOC and State Specific assessments from any perspective	DOE collaborates	3.1.C	Ongoing, but within five calendar days of discovering the issues. DOE will be notified within 24 hrs. of significant issues
161		Project status reports that document progress on key milestones, decisions, and description of any next steps necessary to resolve major issues	Conduct Weekly Telephone Calls and Annual Planning Meeting (Orientation Meeting); attend additional meetings in Hawaii upon request by DOE	DOE participates	3.1.C	Ongoing; meeting minutes will be submitted within two working days to DOE by email Annual Meeting occurs every August
162		AIR Project Management/Planning Documents: -Project Implementation Plan -Administration Summary -Special Versions Summary -Ancillary Abstract -Packaging Specifications -Receipt Specifications -Scoring Specifications -TIDE Specifications -TDS Specifications -Online Project Portal Specifications -Online Reporting Specifications -Committee Participant Payments	Maintain a secure document management tool to share and provide version control of documents between AIR and DOE (e.g., KnowledgeTree)		3.1.C	Ongoing
163		Future Scope Changes (if needed)	Note preferential or other changes in DOE request and draft scope (time and money) implications	DOE executes contract modification for desired changes	3.1	Ongoing
164			Implement funded scope changes	DOE reviews and approves	3.1	Ongoing
165		Kick Off Meeting	2 day meeting; 10 DOE staff, 10 State Participants, 4 AIR Staff	DOE requests who attends and when needed	3.1	TBD

PC058D0E15

ATTACHMENT A TO ADDENDUM I - SCOPE OF WORK

USVI Contract Base SOW
Scope of Work
YEAR 2: July 2015 – June 2016

Line	Tasks	CONTRACTOR Products	Scope and Assumptions	DOE Interaction/Approvals	Proposal Section	Timeframe
1	Smarter Balanced General State Assessments (Gr 3-8 and 11 ELA & Math)				2.1	
2	Test Development	14 Smarter Balanced operational assessments ready for online testing	Receive and validate Smarter-provided item banks and test maps for testing, including all Smarter-provided tagging.			
3	Smarter Balanced Summative Assessment	AIR Project Management/Planning Documents: -Test Specifications (Smarter-Provided)			2.1.A	December 2015
4	Embedded Field Testing				2.1.B	
5		AIR Project Management/Planning Documents: -Field Test Summary (Smarter-Provided)	Receive and validate Smarter-provided items for embedded field testing	DOE reviews summary of number and types of items	2.1.B	December 2015
6			Configure test delivery system to deliver EFT items to Smarter-provided specifications.	(DOE reviews below in UAT)	2.1.B	February 2016
7			(All data will be returned to states. AIR's delivery to States will include student responses to EFT items necessary for rubric validation, range finding, scoring, data review, equating, etc. covered elsewhere. AIR will work with DOE and Smarter Balanced to ensure data can be delivered according to Smarter Balanced specifications.)		2.1.B	June 2016
8	MAAC (Other Tests) Grades 9 and 10 ELA; Grades 9 and 10 Math					
9		Information concerning this assessment is contained in a separate stand-alone SOW. Only the following states, which expressed interest in administering these assessments will receive this documentation. (ID, WV & USVI)				Spring 2016
10	Accommodations				2.1.C	
11		Configuration Checklist (Will provide Smarter Matrix when it is provided)	Review configuration options available to States, including NeoSpeech voice pack ("Julie")	DOE makes revisions as allowed by Smarter Balanced	2.1.C	Fall 2015
12			Smarter protocols will determine authorization levels for Print-on-Demand, Braille-on-Demand, or Large Print formatting (online)		2.1.C	Fall 2015
13			Configure Student Registration and Test Delivery Systems to Smarter Specifications for all Smarter Balanced embedded and non-embedded universal tools, designated supports, and accommodations, with State-selected options	(DOE reviews below in UAT)	2.1.C	Fall 2015
14	Translations				2.1.C.iv	
15		All Smarter Balanced Translations and Glossaries are available	AIR's systems are configurable to deactivate un-needed languages but AIR does not recommend doing this.	DOE identifies languages to be deactivated as described in SB Guidelines.	2.1.C.iv	Fall 2015
16			Configure TIDE and TDS to offer selected languages.	(DOE reviews and approves below in UAT)	2.1.C.iv	Fall 2015
17	Practice Test				2.1.D	
18		14 Practice Tests	Receive Smarter-provided practice tests and associated ancillary documents, including answer keys, scoring rubrics, sample responses, performance tasks, classroom activities, and guidelines (grade/level and content area combination)	DOE selects Smarter or state-provided practice test	2.1.D	Fall 2015
19			Practice Test UAT	DOE reviews and approves	2.1.D	prior to deployment date
20			Deploy selected practice tests		2.1.D	Fall 2015
21	Training Test		Practice tests will be available throughout the entire school year.		2.1.E	

PC058D0E15

22	6 Grade Band Training Tests	Receive Smarter-provided Grade band training tests (grade band and content area combination)	DOE selects Smarter or state-provided training test	2.1.E	Fall 2015
23		Training Test UAT	DOE reviews and approves	2.1.E	Fall 2015
24		Deploy selected training tests		2.1.E	Fall 2015
25	Test Engine	Provide evidence AIR Test Engine meets Smarter specifications (as long as a realistic certification process is provided. Smarter currently does not have a certification process). User Acceptance Testing (UAT) will provide DOE opportunity to verify correct item rendering, accommodations functionality, item scoring procedures and overall score generation, etc.		2.1.F	
26	Test Delivery System (TDS)	Complete TDS Test Specifications based on Smarter Balanced, common MAAC, and state-specific specifications Common Across MAAC: -- Deployment instance for OP -- TDS Configs (pause rules, etc.) -- TA ability to set test settings -- Other TA configurations (e.g., time between refresh) -- TDS Monitor -- SIRVE (Secure Item Review Viewing Environment) Unique By State: -- Skin -- Smarter and State Specific Testing windows	DOE reviews and approves	2.1.F	February 2016
27	TDS Specifications, All Operational Smarter Tests		DOE selects options from TDS specification document that can be unique by state; reviews and approves	2.1.F	Fall 2015 - Winter 2016
28	TDS Specifications, All Interim Smarter Tests	Common Across MAAC: -- Deployment instance for Interim -- Skin -- TDS Configs (pause rules, etc.) -- Other TA configurations (e.g., time between refresh) -- TDS Monitor -- SIRVE (Secure Item Review Viewing Environment) Unique By State: -- TA ability to set test settings -- Testing windows	DOE selects options from TDS specification document that can be unique by state; reviews and approves	2.1.F	Fall 2015 - Winter 2016
29		Configure TDS			December 2015
30		Deploy TDS			January 2016
31	Availability and Capacity		Confirm testing counts	2.1.G	
32				2.1.G	Fall 2015 - Winter 2016
33		Determine helpdesk staffing and allocation of test delivery system resources		2.1.G	Fall 2015 - Winter 2016
34		Provide updates in management reports		2.1.G	Ongoing
35	Technology Readiness	Ensure AIR technology requirements are to be consistent with the minimum technology requirements established by Smarter Balanced.		2.1.H	
36	AIR Diagnostic Tool	Publish "Supported Operating Systems and Recommended Specifications" Deploy AIR diagnostic tool. (Note: Smarter Balanced Technology Readiness Tool is provided and supported by Smarter Balanced.) (See Row 92 for more details on guidelines and tutorials)	DOE Reviews	2.1.H	Ongoing
37			DOE Reviews	2.1.H	Fall 2015
38				2.1.H	Fall 2015
39				2.1.H	
40	System Security	Provide state-branded secure browser for desktops and AIR branded secure browsers for mobile devices and Chromebooks, consistent with Proposal. Provide evidence browser meets Smarter specifications.		2.1.I	
41	Secure Browser		DOE reviews	2.1.I	Fall 2015

PC05800E15

64		Administration Windows			DOE determines ELA and Math test windows following Smarter Balanced test window specifications	2.1.K.i	In subsequent years test window to be available after 66% of course work is completed and upon a timetable to deploy new test packages provided by Smarter is agreed to by all MAAC Jurisdictions.
65				Launch	DOE Reviews	2.1.K.i	TBD
66	Field Support	TAM, all Smarter sections COMMON TCM, all Smarter sections COMMON 8-10 page, state specific Administration Guide 8-10 page, state specific Coordination Guide		Receive Smarter-provided TAM and TCM. Review with MAAC states to identify errors and report them to Smarter		2.1.K.ii	Fall 2015
67				Incorporate State Specific cover art if required	DOE provides cover art	2.1.K.ii	Fall 2015
68				Propose modular Table of Contents (TOC) for state	DOE reviews and approves	2.1.K.ii	Fall 2015
69				Insert Cover Art and Cover	DOE reviews and approves	2.1.K.ii	Fall 2015
70				Prepare draft, excluding state-specific sections	DOE reviews and approves	2.1.K.ii	Fall 2015
71				Revise and finalize (see tasks below to complete state-specific sections of TCM and TAM)	DOE reviews and approves	2.1.K.ii	Oct-2015 - Jan-2016
72				Post electronic versions of TCM and TAM (PDF)		2.1.K.ii	January 2015
73				Set up 800 number and email address for each state/jurisdiction.		2.1.K.ii	
74	Operations Support (Tier 1 Help Desk) Technical Support (Tier 2/3 Help Desk)			Help Desk information will be posted on each state/jurisdiction portal		2.1.K.iii	Fall 2015
75				Revise FAQs	DOE reviews and approves	2.1.K.iii/iv	Ongoing
76				AIR provides and trains Help Desk staff		2.1.K.iii/iv	Help Desk staff training provided prior to opening of test window
77				Provide a minimum of two points of contact from State/Jurisdiction specific project team, including State/Jurisdiction identified project manager, who will be available to answer and respond to assessment related questions.		2.1.K.iii/iv	As soon as contract is signed
78				Receive, solve, escalate, and log all inquiries, and update FAQs	Address inquiries requiring DOE response	2.1.K.iii/iv	Two weeks prior to assessment window opening and two weeks after assessment window closes
79	Training	Technical Specifications Manual		Show MAAC states Smarter-Modified, 9 online training modules/tutorials, 3 User Guides, 7 brochures, 1 Technical Specifications Manual, 1 TAM and 1 TCM that can be used across Smarter states	DOE reviews and approves existing courses. If necessary, DOE provides state-specific information required for Smarter Training Modules. Additional sections on State-specific tests (if any) is covered on State-Specific scope of Work	2.1.K.v	Sep2015 - Dec2016
80		1 user guide per system (TIDE, ORS, TDS)		Collect comments from all MAAC states to get suggestions for customization to final MAAC-common version. Address how schools and TAs will have access to the Classroom Activity and assignment of Performance Task.		2.1.K.v	Sep2015 - Dec2016
81		TA Training/Certification course (May be augmented to include information on State-Specific assessment. See State specific SOW)		Produce MAAC-common versions for approval. By state, course can be configured to require completion before being allowed to administer assessments or to include acceptance of state-required Confidentiality agreement.	DOE reviews and approves	2.1.K.v	Sep2015 - Dec2016

1505800E15

82	TAM, all Smarter sections	For TAM and TCM, produce with state-specific covers, if required. TOCs, and placeholders for state-specific modules	DOE reviews and approves	2.1.K.v	Fall 2015
83	TCM, all Smarter sections	Propose modular TOC for state	DOE reviews and approves	2.1.K.v	Fall 2015
84	Individual State/Jurisdiction portal	Insert Cover Art and Cover	DOE reviews and approves	2.1.K.v	Fall 2015
85		Prepare draft, excluding state-specific sections	DOE reviews and approves	2.1.K.v	Fall 2015
86			Provide camera-ready sections of TAM and TCM for insertion (see Tasks below if creating camera ready sections is included in State-specific tasks)	2.1.K.v	Fall 2015
87		Revise and finalize TAM and TCM	DOE reviews and approves	2.1.K.v	December 2015
88	Shared Informational brochures >FAQ for District/Complex Administrators >FAQ for Technology Coordinators >FAQ for Test Administrators >FAQ on Online Reporting System >FAQ for Online Testing System (ORS) >FAQ for TIDE >FAQ for Online Reporting System	For brochures, produce with state-specific artwork/titles within specified locations (See below for any task to create/modify brochures for state-specific tests)	DOE reviews and approves	2.1.K.v	Sept2015 - Dec2016
89		Propose outline for Smarter portion of Training Webinar	DOE reviews and approves	2.1.K.v	Sept2015 - Dec2016
90		Review Webinars with MAAC states to get suggestions for customization to MAAC	DOE reviews and approves	2.1.K.v	Sept2015 - Dec2016
91		Revise and finalize State Specific Sections of TAM and TCM	DOE reviews and approves	2.1.K.v	Sept2015 - Dec2016
92	Webinars: >Webinar for District/Complex Administrators >Webinar for Technology Coordinators >Webinar for Test Administrators >Webinar on Online Reporting System (ORS) Webinars include information on the following: > Online Testing System > TIDE > Online Reporting System (ORS)	Deliver Webinar live once in each state, and record for future use in that State. When Webinars occur is determined by individual state/jurisdiction		2.1.K.v	Fall 2015 - Winter 2016
93		Publish all products in electronic format to individual state/jurisdiction portal		2.1.K.v	November 2015 - January 2016
94	Irregularities/Alerts/Forensics	Create a secure FTP site to post student test papers with alerts.	DOE confirms access	2.1.K.viii	February 2016
95	Alert Tool - Common Across MAAC	Configure Alert Tool to scan text responses for each student record for the presence of MAAC jurisdictions' approved target words and phrases and route to handscoring	MAAC provides target words and phrases	2.1.K.viii	March 2016
96		Identify alerts as they occur during handscoring	DOE reviews and takes action	2.1.K.viii	Ongoing during test window
97	Data Forensics	Configure systems to collect data and provide analysis as described in proposal.	DOE reviews and takes action	2.1.K.viii	December 2015
98		Produce forensics reports.	DOE requests additional forensic data or analyses	2.1.K.viii	These reports will be ongoing during the scoring window.
99		Provide cost estimate (if any) and provide data/analyses	DOE reviews and approves	2.1.K.ix	Before the TIDE window opens
100	Record Reconciliation	Provide common Data Reconciliation procedures including method, validation specifications, file layout, and data exchange frequency (weekly, daily [up to once per day]).	DOE reviews and approves	2.1.K.ix	January 2016
101		State reviews student data file layout	DOE reviews	2.1.K.ix	
102		AIR will capture the student demographic data AT THE TIME OF TESTING and that is what will be included in the data file we send to client at the end of the window. Salaries may make edits student data using automated data file uploads and/or using TIDE (with CSV files or individual records) up until testing occurs.	DOE reconciles	2.1.K.ix	During TIDE Window
103		Post files to SFTP		2.1.K.ix	June 2016

PC058D0E15

104	Scoring		Configure for machine-scoring of items with explicit rubrics		2.1.K.xi	Dec2015 - Feb2016
105			Test and confirm Prepare handscoring specifications that meets Smarter requirements, covering training, agreement rates, condition codes, process for handling alerts, QA (including information on how to handle 15% double reads, 5% validity), scoring process reporting, and security		2.1.K.xi	Dec2015 - Feb2016
106		Handscoring specifications		DOE reviews	2.1.K.xi	Fall 2015
107			Test handscoring system and data flow between AIR and Measurement Inc. (MI)		2.1.K.xi	Oct-2015 - Jan-2016
108			Receive all scoring materials from Smarter, including training, qualifying, and validity papers			Nov2015 - Jan2016
109			Measurement Inc. (MI) will recruit, qualify, and assign scorers		2.1.K.xi	March 2016 - June 2016
110			Provide cost estimate (if any) and revise plan below	DOE requests variation from scoring plan in Proposal		December 2015
110			Scorers assign primary and 15% secondary scores, with 5% validity papers	DOE may participate and provide feedback during the scoring window	2.1.K.xi	March 2016 - June 2016
111			Monitor inter-rater reliability and provide reports	DOE reviews statistics	2.1.K.xi	March 2016 - June 2016
112			Resolve non-adjacent primary and secondary scores		2.1.K.xi	March 2016 - June 2016
113			Complete Scoring		2.1.K.xi	March 2016 - June 2016
114			Flow hand-scores to DoR		2.1.K.xi	March 2016 - June 2016
115	Operational Psychometrics	AIR Project Management/Planning Documents: -Analysis Specifications (Smarter-provided) -QC Specifications -Scoring Engine Specifications -Test Specifications (Smarter-Provided)	Confirm correct Import Smarter Balanced bank item parameters, both within grade and vertically linked parameter estimates, along with all other attributes of the Smarter Balanced items.		2.1.K.xi	Dec-2015 - Feb-2016
116			Use simulated test administrations to test and verify the performance of all scoring and reporting systems		2.1.K.xii	January 2016
117			Monitor the performance of testing through a series of quality assurance (QA) reports on item statistics, blueprint match rates, and item exposure rates			Ongoing throughout testing window
118			Apply Smarter rules to obtain Smarter scores	DOE reviews	2.1.K.xii	Ongoing throughout testing window
119			Use software requested by state to calibrate test items for Smarter Balanced	DOE specifies software in consultation with Smarter	2.1.K.xii	TBD
120			Review outcomes or QA reports with State	Review issues	2.1.K.xii	Ongoing throughout testing window
121		Technical Reports TOC and Smarter Sections	Incorporate technical document and reports from Smarter Balanced			September 2016 and November 2016
122			Provide reports and analyses in the proposal that provide evidence of the reliability of the Smarter Balanced assessments within each state's assessment context, such as aspects of reliability, including interrater agreement for hand-scored item responses, are specific to each implementation of the Smarter Balanced assessments		2.1.K.xii	September 2016 and November 2016
123			Produce reports and analysis in the proposal to provide evidence of validity of content validity/alignment, comparability across accommodations, and predictive validity for interim assessments.		2.1.K.xii	September 2016 and November 2016
124			Incorporate Smarter-provided Sections of Technical Report, with state-specific results if necessary	DOE reviews	2.1.K.xii	September 2016 and November 2016
125			Revise if necessary	DOE reviews and approves	2.1.K.xii	September 2016 and November 2016
126			Produce an electronic version (PDF) and six bound copies of the technical report		2.1.K.xii	December 1st 2016
127	Reporting (Summative)	Reporting Specifications	Draft MAAC Common reporting requirements using AIR's reporting system (ORS) for Smarter summative assessments	MAAC collaboration	2.1.K.xiii	Fall 2015

128		Create ORS specs, including when scores are released to ORS	MAAC review	2.1.K.xiii	Fall 2015
129		Create ORS mock-ups	MAAC approval	2.1.K.xiii	Fall 2015
130		Conduct ORS UAT	DOE reviews and approves	2.1.K.xiii	January 2016
131		Deploy ORS		2.1.K.xiii	February 2016
132		Release results in ORS		2.1.K.xiii	Ongoing during testing window
133	G11 Reports to Institutions of Higher Education (IHE)	Collaborate with the state and representatives of the IHE to establish business rules for data exchange, and benchmark information to be included	DOE reviews and approves	2.1.K.xiii	Fall 2015 - Winter 2016
134		IHE Report Mock-up in ORS	DOE reviews and approves	2.1.K.xiii	January 2016
135		Provide electronic copies (link) to final reports	DOE reviews and approves	2.1.K.xiii	February 2016
136		Provide individual Online ISRs for each assessment		2.1.K.xiii	Ongoing during and after testing window
137	Appeals	Deploy Secure Item Review Viewing Environment (SIRVE)		2.1.K.xiii	February 2016
138		Configure MAAC-common appeals module of TIDE	DOE provides input	2.1.K.xiii	Fall 2015
139		Authorized users submit appeals in TIDE and the DOE reviews the appeal request for further action	DOE reviews	2.1.K.xiii	Fall 2015
140		Provides the results of approved appeal requests through the TIDE system		2.1.K.xiii	Ongoing during and after testing window
141	Smarter Balanced Interim			2.2	
142	Smarter Balanced Interim Assessments for Math/ELA grades 3-8, 11	Receive and validate Smarter-provided item banks and test maps for Interim Block and Summative Clone Interim assessments, including all Smarter-provided tagging.	Identify Smarter Interim Assessments to be made available and associated windows	2.2	Fall 2015
143	Training module on Interim Handscore	Draft MAAC-common reporting requirements using AIR's reporting system (ORS) to contain everything that Smarter reports include for Smarter interim assessments, including business rules for assessments with pending handscoring. AIR will provide resource materials and training to aid in the hand scoring of interim assessment items		2.2	Fall 2015 - Winter 2016
144		UAT of Interim Assessments		2.2	January 2016
144		Deploy selected Interim Assessments in test delivery system and Hand-Scoring module.	MAAC reviews and approves	2.2	January 2016
145		Create ORS specs, including when scores are released to ORS		2.2	Fall 2015
146		Create ORS mock-ups	MAAC reviews and approves	2.2	Fall 2015
147		Conduct ORS UAT		2.2	January 2016
148		Deploy ORS		2.2	January 2016
149		Open Interim Windows		2.2	January 2016
150		Provide User Support for Interim Assessment delivery and teacher hand-scoring. HelpDesk staff will be able to address questions for interim assessments.		2.2	Ongoing as soon as interim tests are available
151		Release results in ORS		2.2	Ongoing during testing window
152	Smarter Balanced Digital Library (K-12)			2.3	
153	Smarter Balanced Digital Library		Identify proposed users for the Digital Library and identify source of user information, if different from current sources to populate TIDE	2.3	Fall 2015
154		Coordinate with DOE technical staff to propose changes to TIDE file layout, user roles, and data flows		2.3	Fall 2015
155		Single Sign-on Functionality will be available to access the Digital library		2.3	Fall 2015
156		Update HelpDesk training and internal FAQ to support user requests for login/password access to the Digital Library. Training on functionality for the Digital Library is not specifically included, although AIR will make best efforts to provide support beyond access.		2.3	Fall 2015
157	Project Management			3.1	
158	Master Project Calendar/Schedule, updated as required	Prepare draft calendar with AIR-required dates on interrelated tasks (e.g., receiving Smarter test packages)		3.1.C	

159			Provide DOE staff with timely updates about project activities and progress toward project goals	DOE collaborates	3.1.C	Ongoing
160	Issues Log updated weekly				3.1.C	Ongoing
161	Weekly list of issues needing resolution with the required resolution dates as necessary to meet project deadlines.		Alert DOE to issues requiring resolution and notify DOE in advance of any changes or potential changes that may affect the administration of the Smarter, EOC and State Specific assessments from any perspective	DOE collaborates	3.1.C	Ongoing, but within five calendar days of discovering the issues. DOE will be notified within 24 hrs. of significant issues
162	Project status reports that document progress on key milestones, decisions, and description of any next steps necessary to resolve major issues		Conduct Weekly Telephone Calls and Annual Planning Meeting (Orientation Meeting); attend additional meetings in Hawaii upon request by DOE	DOE participates	3.1.C	Ongoing; meeting minutes will be submitted within two working days to DOE by email Annual Meeting occurs every August
163	AIR Project Management/Planning Documents: -Project Implementation Plan -Administration Summary -Special Versions Summary -Ancillary Abstract -Packaging Specifications -Receipt Specifications -Scoring Specifications -TIDE Specifications -TDS Specifications -Online Project Portal Specifications -Online Reporting Specifications -Committee Participant Payments		Maintain a secure document management tool to share and provide version control of documents between AIR and DOE (e.g., KnowledgeTree)		3.1.C	Ongoing
164	Future Scope Changes (if needed)		Note preferential or other changes in DOE request and draft scope (time and money) implications	DOE executes contract modification for desired changes	3.1	Ongoing
165			Implement funded scope changes	DOE reviews and approves	3.1	Ongoing
166	Kick Off Meeting		2 day meeting; 10 DOE staff, 10 State Participants, 4 AIR Staff	DOE requests who attends and when needed	3.1	TBD

PC058D0E15

DEPARTMENT OF JUSTICE
OFFICE OF THE
ATTORNEY GENERAL

ATTACHMENT A TO ADDENDUM I -
SCOPE OF WORK

USVI Contract Base SOW
Scope of Work
YEAR 3: July 2016 - June 2017

2015 APR 23 AM 11:09

Line	Tasks	CONTRACTOR PRODUCTS	Scope and Assumptions	DOE Interaction/Approvals	Proposal Section	Timeframe
1	Smarter Balanced General State Assessments (Gr 3-8 and 11 ELA & Math)				2.1	
2	Test Development	14 Smarter Balanced operational assessments ready for online testing	Receive and validate Smarter-provided item banks and test maps for testing, including all Smarter-provided tagging.			
3	Smarter Balanced Summative Assessment	AIR Project Management/Planning Documents: -Test Specifications (Smarter-Provided)			2.1.A	December 2016
4	Embedded Field Testing					
5		AIR Project Management/Planning Documents: -Field Test Summary (Smarter-Provided)	Receive and validate Smarter-provided items for embedded field testing	DOE reviews summary of number and types of items	2.1.B	December 2016
6			Configure test delivery system to deliver EFT items to Smarter-provided specifications.	(DOE reviews below in UAT)	2.1.B	February 2017
7			(All data will be returned to states. AIR's delivery to States will include student responses to EFT items necessary for rubric validation, range finding, scoring, data review, equating, etc. covered elsewhere. AIR will work with DOE and Smarter Balanced to ensure data can be delivered according to Smarter Balanced specifications.)		2.1.B	June 2017
8	MAAC (Other Tests) Grades 9 and 10 ELA; Grades 9 and 10 Math					
9		Information concerning this assessment is contained in a separate stand-alone SOW. Only the following states, which expressed interest in administering these assessments will receive this documentation. (ID, WV & USVI)				Spring 2017
10	Accommodations				2.1.C	
11		Configuration Checklist (Will provide Smarter Matrix when it is provided)	Review configuration options available to States, including NeoSpeech voice pack ("Julie")	DOE makes revisions as allowed by Smarter Balanced	2.1.C	Fall 2016
12				Smarter protocols will determine authorization levels for Print-on-Demand, Braille-on-Demand, or Large Print formatting (online)	2.1.C	Fall 2016
13			Configure Student Registration and Test Delivery Systems to Smarter Specifications for all Smarter Balanced embedded and non-embedded universal tools, designated supports, and accommodations, with State-selected options	(DOE reviews below in UAT)	2.1.C	Fall 2016
14	Translations				2.1.C.iv	
15		All Smarter Balanced Translations and Glossaries are available	AIR's systems are configurable to deactivate un-needed languages but AIR does not recommend doing this.	DOE identifies languages to be deactivated as described in SB Guidelines.	2.1.C.iv	Fall 2016
16			Configure TIDE and TDS to offer selected languages.	(DOE reviews and approves below in UAT)	2.1.C.iv	Fall 2016
17	Practice Test				2.1.D	
18		14 Practice Tests	Receive Smarter-provided practice tests and associated ancillary documents, including answer keys, scoring rubrics, sample responses, performance tasks, classroom activities, and guidelines (gradelevel and content area combination)	DOE selects Smarter or state-provided practice test	2.1.D	Fall 2016
19			Practice Test UAT	DOE reviews and approves	2.1.D	prior to deployment date
20			Deploy selected practice tests Practice tests will be available throughout the entire school year.		2.1.D	Fall 2016
21	Training Test				2.1.E	
22		6 Grade Band Training Tests	Receive Smarter-provided Grade band training tests (grade band and content area combination)	DOE selects Smarter or state-provided training test	2.1.E	Fall 2016
23			Training Test UAT	DOE reviews and approves	2.1.E	prior to deployment date
24			Deploy selected training tests		2.1.E	Fall 2016
25	Test Engine				2.1.F	

PC058D0E15

26	Test Delivery System (TDS)	Provide evidence AIR Test Engine meets Smarter specifications (as long as a realistic certification process is provided. Smarter currently does not have a certification process). User Acceptance Testing (UAT) will provide DOE opportunity to verify correct item rendering, accommodations functionality, item scoring procedures and overall score generation, etc. Complete TDS Test Specifications based on Smarter Balanced, common MAAC, and state-specific specifications Common Across MAAC: - Deployment instance for OP - TDS Configs (pause rules, etc.) - TA ability to set test settings - Other TA configurations (e.g., time between refresh) - TDS Monitor - SIRVE (Secure Item Review Viewing Environment) Unique By State: - Skin - Smarter and State Specific Testing windows	DOE reviews and approves	2.1.F	January 2017
27	TDS Specifications, All Operational Smarter Tests		DOE selects options from TDS specification document that can be unique by state; reviews and approves	2.1.F	Fall 2016 - Winter 2017
28	TDS Specifications, All Interim Smarter Tests	Common Across MAAC: - Deployment instance for Interim - Skin - TDS Configs (pause rules, etc.) - Other TA configurations (e.g., time between refresh) - TDS Monitor - SIRVE (Secure Item Review Viewing Environment) Unique By State: - TA ability to set test settings - Testing windows Configure TDS Deploy TDS	DOE selects options from TDS specification document that can be unique by state; reviews and approves	2.1.F	Fall 2016 - Winter 2017
29					December 2016
30					January 2017
31	Availability and Capacity		Confirm testing counts	2.1.G	Fall 2016 - Winter 2017
32				2.1.G	Fall 2016 - Winter 2017
33				2.1.G	Fall 2016 - Winter 2017
34	Technology Readiness			2.1.H	Ongoing
35				2.1.H	Ongoing
36	AIR Diagnostic Tool	Ensure AIR technology requirements are to be consistent with the minimum technology requirements established by Smarter Balanced. Publish "Supported Operating Systems and Recommended Specifications" Deploy AIR diagnostic tool. (Note: Smarter Balanced Technology Readiness Tool is provided and supported by Smarter Balanced.) (See Row 32 for more details on guidelines and tutorials)	DOE Reviews	2.1.H	Ongoing
37			DOE Reviews	2.1.H	February 2017
38				2.1.H	February 2017
39				2.1.H	
40	System Security			2.1.I	
41	Secure Browser	Provide state-branded secure browser for desktops and AIR branded secure browsers for mobile devices and Chromebooks, consistent with Proposal. Provide evidence browser meets Smarter specifications.	DOE reviews	2.1.I	Fall 2016
42	Chart of MAAC User Roles/access to specific systems functions		DOE provides user roles specific to the state, consistent with Smarter Balanced recommendations	2.1.I	Fall 2016
43		Coordinate across MAAC and recommend master set of user roles	DOE reviews, comments and approves	2.1.I	Fall 2016
44		Finalize and configure user roles applicable to TIDE, TDS & ORS		2.1.I	Fall 2016
45		Follow security plan presented in proposal; update as necessary in consultation with DOE	DOE reviews and comments	2.1.I	Ongoing
46		Monitor security of test content and student data; report any breaches in accordance with the contract requirements identified in the proposal		2.1.I	Ongoing
47	Assessment Delivery System & User Interface Interoperability			2.1.J	
48		Work with state to create a MAAC common student data file layout and a MAAC common score file layout that conforms with Smarter Balanced	DOE will provide a list of districts/complex areas and schools, as well as test coordinators to add to TIDE	2.1.J.i	Fall 2016
49	Documented file layouts, data flows and data reporting	Work with DOE and technology representatives to determine the data flows, sources, transfer process and frequency		2.1.J.i	Fall 2016

PC058D0E15

50		Test data flows Draft TIDE specifications for test settings developed based on Smarter Balanced, common MAAC. Common Across MAAC: - Deployment model - Data transfer format - Data transfer frequency - Student demographics collected - Demographic codes - Skin - User roles - Admin Features - Manage Users configuration - Orders (Process) - Manage Rosters - General Resources Download Voice Pack Download Forms Download Improperities/appeals State Specific: - Orders Paper/Pencil forms Braille Forms	DOE reviews and approves	2.1.J.i	Fall 2016
51	TIDE Specifications, section on test settings		DOE reviews and comments	2.1.J.ii	Fall 2016
52		Work with state to define a MAAC-common process for creating and re-opening test sessions as needed or extending test windows due to unforeseen circumstances.	DOE provides input	2.1.J.iii	Fall 2016
53		Provide a testing interface containing the features described in section 2.1.J.iv of the proposal.	(DOE reviews below in UAT)	2.1.J.iv	Fall 2016
54		Confer with Smarter and DOE to consider adding enhancements in future releases of AIR and Open Source systems	DOE identifies requests for enhancements	2.1.J.iv	Ongoing after launch
55	Error Logs	Operate monitoring system to detect system errors and will make all reasonable effort to fix errors	DOE reviews error log	2.1.J.iv	Ongoing after launch
56	Administration			2.1.K	
57	Administration of Common MAAC components	Deploy and configure hardware	Deploy and configure TIDE, TDS, and associated systems	2.1.K	Fall 2016
58				2.1.K	Fall 2016
59		Load Test Packages		2.1.K	January 2017
60		Internal Testing		2.1.K	February 2017
61		Conduct UAT	DOE reviews and approves	2.1.K	2-4 weeks prior to launch
62		Correct issues identified in UAT	DOE confirms	2.1.K	February 2017
63		Lock down		2.1.K	TBD
64	Administration Windows		DOE determines ELA and Math test windows following Smarter Balanced test window specifications	2.1.K.i	In subsequent years test window to be available after 66% of course work is completed and upon a timetable to deploy new test packages provided by Smarter is agreed to by all MAAC jurisdictions. TBD
65		Launch		2.1.K.i	
66	Field Support	Receive Smarter-provided TAM and TCM. Review with MAAC states to identify errors and report them to Smarter	DOE Reviews	2.1.K.ii	Fall 2016
67		Incorporate State Specific cover art if required	DOE provides cover art	2.1.K.ii	Fall 2016
68		Propose modular Table of Contents (TOC) for state	DOE reviews and approves	2.1.K.ii	Fall 2016
69		Insert Cover Art and Cover	DOE reviews and approves	2.1.K.ii	Fall 2016
70		Prepare draft, excluding state-specific sections	DOE reviews and approves	2.1.K.ii	Fall 2016
71		Revise and finalize	DOE reviews and approves	2.1.K.ii	January 2017
72		Post electronic versions of TCM and TAM (PDF)		2.1.K.ii	January 2017
73	Operations Support (Tier 1 Help Desk) Technical Support (Tier 2/3 Help Desk)	Set up 800 number and email address for each state/jurisdiction. Help Desk information will be posted on each state/jurisdiction portal		2.1.K.iii	Fall 2016
74		Revise FAQs	DOE reviews and approves	2.1.K.iii/iv	Ongoing

PC05800E15

75	Help Desk will be available 1 month prior to the practice test opening and a minimum of one month after the Smarter Balanced summative testing closes. Monday through Friday during normal school hours within the jurisdiction plus 2 hours before and after the school day (nominally 6:00 a.m. to 5:00 p.m. local time)	AIR provides and trains Help Desk staff	2.1.K.iii/v	Help Desk staff training provided prior to opening of test window
76		Provide a minimum of two points of contact from State/Jurisdiction specific project team, including State/Jurisdiction identified project manager, who will be available to answer and respond to assessment related questions.	2.1.K.iii/v	As soon as contract is signed
77		Receive, solve, escalate, and log all inquiries, and update FAQs	2.1.K.iii/v	Two weeks prior to assessment window opening and two weeks after assessment window closes
78	Technical Specifications Manual	Show MAAC states Smarter-Modified, 9 online training modules/tutorials, 3 User Guides, 7 brochures, 1 Technical Specifications Manual, 1 TAM and 1 TCM that can be used across Smarter states	2.1.K.v	Sept2016 - Dec2016
79	1 user guide per system (TIDE, ORS, TDS)	Collect comments from all MAAC states to get suggestions for customization to final MAAC-common version. Address how schools and TAs will have access to the Classroom Activity and assignment of Performance Task.	2.1.K.v	Sept2016 - Dec2016
80	TA Training/Certification course (May be augmented to include information on State-Specific assessment. See State specific SOW)	Produce MAAC-common versions for approval. By state, course can be configured to require completion before being allowed to administer assessments or to include acceptance of state-required Confidentiality agreement.	2.1.K.v	Sept2016 - Dec2016
81	TAM, all Smarter sections	For TAM and TCM, produce with state-specific covers, if required. TOCs, and placeholders for state-specific modules	2.1.K.v	December 2016
82	TCM, all Smarter sections	Propose modular TOC for state	2.1.K.v	December 2016
83	Individual State/Jurisdiction portal	Insert Cover Art and Cover	2.1.K.v	December 2016
84		Prepare draft, excluding state-specific sections	2.1.K.v	January 2017
85			2.1.K.v	December 2016
86		Revise and finalize TAM and TCM	2.1.K.v	December 2016
87	Shared informational brochures >FAQ for District/Complex Administrators >FAQ for Technology Coordinators >FAQ for Test Administrators >FAQ on Online Reporting System >FAQ for Online Testing System (ORS) >FAQ for TIDE >FAQ for Online Reporting System	For brochures, produce with state-specific artwork/illies within specified locations (See below for any task to create/modify brochures for state-specific tests)	2.1.K.v	Sept2016 - Dec2016
88		Propose outline for Smarter portion of Training Webinar	2.1.K.v	Sept2016 - Dec2016
89		Review Webinars with MAAC states to get suggestions for customization to MAAC	2.1.K.v	Sept2016 - Dec2016
90	Webinars: >Webinar for District/Complex Administrators >Webinar for Technology Coordinators >Webinar for Test Administrators >Webinar on Online Reporting System (ORS) Webinars include information on the following: > Online Testing System > TIDE > Online Reporting System (ORS)	Deliver Webinar live once in each state, and record for future use in that State. When Webinars occur is determined by individual state/jurisdiction	2.1.K.v	Fall 2016

PC058D0E15

117		Apply Smarter rules to obtain Smarter scores		DOE reviews	2.1.K.xii	Ongoing throughout testing window
118		Use software requested by state to calibrate test items for Smarter Balanced		DOE specifies software in consultation with Smarter	2.1.K.xii	TBD
119		Review outcomes or QA reports with State		Review issues	2.1.K.xii	Ongoing throughout testing window
120	Technical Reports TOC and Smarter Sections	Incorporate technical document and reports from Smarter Balanced				September 2015 and November 2015
121		Provide reports and analyses in the proposal that provide evidence of the reliability of the Smarter Balanced assessments within each state's assessment context, such as aspects of reliability, interrater agreement for hand-scored item responses, are specific to each implementation of the Smarter Balanced assessments			2.1.K.xii	September 2015 and November 2015
122		Produce reports and analysis in the proposal to provide evidence of validity of content validity/alignment, comparability across accommodations, and predictive validity for interim assessments.			2.1.K.xii	September 2015 and November 2015
123		(See below to incorporate state-specific sections of technical report)				
124		Incorporate Smarter-provided Sections of Technical Report, with state-specific results if necessary		DOE reviews	2.1.K.xii	September 2015 and November 2015
125		Revise if necessary		DOE reviews and approves	2.1.K.xii	September 2015 and November 2015
126		Produce an electronic version (PDF) and six bound copies of the technical report			2.1.K.xii	December 1st 2015
127	Reporting (Summative)	Draft MAAC Common reporting requirements using AIR's reporting system (ORS) for Smarter summative assessments		MAAC collaboration	2.1.K.xiii	Fall 2014
128		Create ORS specs, including when scores are released to ORS		MAAC review	2.1.K.xiii	Fall 2014
129		Create ORS mock-ups		MAAC approval	2.1.K.xiii	Fall 2014
130		Conduct ORS UAT		DOE reviews and approves	2.1.K.xiii	January 2015
131		Deploy ORS			2.1.K.xiii	February 2015
132		Release results in ORS			2.1.K.xiii	Ongoing during testing window
133	G11 Reports to Institutions of Higher Education (IHE)	Collaborate with the state and representatives of the IHE to establish business rules for data exchange, and benchmark information to be included		DOE reviews and approves	2.1.K.xiii	Fall 2014 - Winter 2015
134		IHE Report Mock-up in ORS		DOE reviews and approves	2.1.K.xiii	January 2015
135		Provide electronic copies (link) to final reports		DOE reviews and approves	2.1.K.xiii	February 2015
136		Provide individual Online ISRs for each assessment			2.1.K.xiii	Ongoing during and after testing window
137	Appeals	Deploy Secure Item Review Viewing Environment (SIRVE)			2.1.K.xiii	February 2015
138		Configure MAAC-common appeals module of TIDE		DOE provides input	2.1.K.xiii	Fall 2014
139		Authorized users submit appeals in TIDE and the DOE reviews the appeal request for further action		DOE reviews	2.1.K.xiii	Fall 2014
140		Provides the results of approved appeal requests through the TIDE system			2.1.K.xiii	Ongoing during and after testing window
141	Smarter Balanced Interim	Receive and validate Smarter-provided item banks and test maps for Interim Block and Summative Clone Interim assessments, including all Smarter-provided tagging.		Identify Smarter Interim Assessments to be made available and associated windows	2.2	Fall 2014
142	Smarter Balanced Interim Assessments for Math/ELA grades 3-8, 11				2.2	Fall 2014 - Winter 2015
143	Training module on Interim Handscoring	Draft MAAC-common reporting requirements using AIR's reporting system (ORS) to contain everything that Smarter reports include for Smarter interim assessments, including business rules for assessments with pending handscoring. AIR will provide resource materials and training to aid in the hand scoring of interim assessment items			2.2	Fall 2014 - Winter 2015
144		UAT of Interim Assessments		MAAC reviews and approves	2.2	January 2015
144		Deploy selected Interim Assessments in test delivery system and Hand-Scoring module.			2.2	January 2015
145		Create ORS specs, including when scores are released to ORS			2.2	Fall 2014
146		Create ORS mock-ups		MAAC reviews and approves	2.2	Fall 2014
147		Conduct ORS UAT			2.2	January 2015
148		Deploy ORS			2.2	January 2015
149		Open Interim Windows			2.2	January 2015

PC058D0E15

150			Provide User Support for Interim Assessment delivery and teacher hand-scoring. HelpDesk staff will be able to address questions for interim assessments.		2.2	Ongoing as soon as interim tests are available
151			Release results in ORS		2.2	Ongoing during testing window
152	Smarter Balanced Digital Library (K-12)				2.3	
153		Smarter Balanced Digital Library		Identify proposed users for the Digital Library and identify source of user information, if different from current sources to populate TIDE	2.3	Fall 2014
154			Coordinate with DOE technical staff to propose changes to TIDE file layout, user roles, and data flows		2.3	Fall 2014
155			Single Sign-on Functionality will be available to access the Digital Library		2.3	Fall 2014
156			Update HelpDesk training and internal FAQ to support user requests for login/password access to the Digital Library. Training on functionality for the Digital Library is not specifically included, although AIR will make best efforts to provide support beyond access.		2.3	Fall 2014
157	Project Management				3.1	
158		Master Project Calendar/Schedule, updated as required	Prepare draft calendar with AIR-required dates on interrelated tasks (e.g., receiving Smarter test packages)		3.1.C	
159			Provide DOE staff with timely updates about project activities and progress toward project goals	DOE collaborates	3.1.C	Ongoing
160		Issues Log updated weekly			3.1.C	Ongoing
161		Weekly list of issues needing resolution with the required resolution dates as necessary to meet project deadlines.	Alert DOE to issues requiring resolution and notify DOE in advance of any changes or potential changes that may affect the administration of the Smarter, EOC and State Specific assessments from any perspective	DOE collaborates	3.1.C	Ongoing, but within five calendar days of discovering the issues. DOE will be notified within 24 hrs. of significant issues
162		Project status reports that document progress on key milestones, decisions, and description of any next steps necessary to resolve major issues	Conduct Weekly Telephone Calls and Annual Planning Meeting (Orientation Meeting); attend additional meetings in Hawaii upon request by DOE	DOE participates	3.1.C	Ongoing; meeting minutes will be submitted within two working days to DOE by email Annual Meeting occurs every August
163		AIR Project Management/Planning Documents: -Project Implementation Plan -Administration Summary -Special Versions Summary -Ancillary Abstract -Packaging Specifications -Receipt Specifications -Scoring Specifications -TIDE Specifications -TDS Specifications -Online Project Portal Specifications -Online Reporting Specifications -Committee Participant Payments	Maintain a secure document management tool to share and provide version control of documents between AIR and DOE (e.g., KnowledgeTree)		3.1.C	Ongoing
164		Future Scope Changes (if needed)	Note preferential or other changes in DOE request and draft scope (time and money) implications	DOE executes contract modification for desired changes	3.1	Ongoing
165			Implement funded scope changes	DOE reviews and approves	3.1	Ongoing
166		Kick Off Meeting	2 day meeting: 10 DOE staff, 10 State Participants, 4 AIR Staff	DOE requests who attends and when needed	3.1	TBD

PC058DOE15