

Preliminary Rangefinding

This section details the processes used by Harcourt's PASC to develop the necessary materials for rangefinding for constructed-response items. This process has been time-tested and quality-tested and is used for the majority of our custom programs. However, we have also worked closely with clients to customize the process to meet their individual needs and will gladly adapt to meet the specific needs of the OEAA for the ELPA.

Before the final rangefinding can take place, PASC must have access to samples representing a range of student responses for each item or prompt on the ELPA. The PASC supervisor will select a team of highly qualified team leaders for each subject and level who will prepare responses for the rangefinding meetings.

Exhibit 1. Preliminary Rangefinding Process

For a given prompt or item, team leaders must:

1. **Know the prompt and the rubric thoroughly**—Then their directions are to proceed as follows
2. **Read responses**
 - A. Look for responses that seem to represent the full range of quality as described in the rubric.
 - B. Include not only responses that are homogeneous in their level of quality but also responses that differ in quality from variable to variable, but which can be given an overall classification as below.
 - C. Mark High, Medium, and Low responses—mark especially good ones that might be the potentially top scores.
 - D. Identify and flag problem responses—off-topic, off-task, verbatim copying, strange, potential teacher interference, etc.
3. **Sort copies**
 - A. Copies are sorted into piles, reflecting the nature of the flag—all potential high responses are together, all potential medium responses are together, etc., with all problem responses grouped together.
 - B. For problem or decision responses, duplicates of types of problems are culled. The best example of each problem type is retained; the rest are discarded.
5. **Develop sets for anchor-pulling**
 - A. Decide which particular response from the sorted piles should go into which range set for anchor pulling. For example, a particular response marked medium could go into the Medium set, or one of the sets marked A, B, C, and D.
 - B. Each response that is selected will go into only one set. Use the following guidelines in deciding which set is most appropriate:
 - 1) **Range sets** (High, Mid, Low) should reflect the entire range of quality in a fairly smooth progression from poorest to best. There should not be any potential invalid (non-scorable) papers. The quality of responses represented in each set may overlap with the next higher or lower set. That is, for example, the best paper in the Low set may be of similar or better quality than the worst paper in the Medium set, etc. They should be fairly clean papers; that is, the quality of the response across the variables is rather consistent.
 - 2) A **Decision set** is made up of questionable responses: off-topic, off-task, copies of the prompt, etc.—and other types of strange papers like those suggesting teacher interference, etc. This set contains as many responses as are necessary to illustrate the various kinds of problems found during initial response selection. Each paper should present a different type of problem.

Harcourt will prepare copies of all sets for each member of the rangefinding committees. These materials will be shipped for secure receipt by PASC's rangefinding team at the rangefinding venue in Michigan just prior to the actual committee sessions. All sets will be numbered. All committee members will be required to sign security and non-disclosure agreements. During the rangefinding sessions, all materials will be collected each day, accounted for, and securely stored overnight. All materials will be collected and accounted for at the end of the sessions and return shipped to Harcourt in San Antonio.

PASC frequently works with members of state departments and with teacher committees to benchmark the final materials needed for training, qualifying, and monitoring readers. When working with teams or committees, we recommend the following formalized, consensus building process for producing the highest quality materials during final rangefinding.

The objective in anchor pulling is for the team members to arrive at a consensus as to the score of each paper in the preliminary range sets. These papers and their corresponding scores form the basis of selecting final anchor sets, training sets, qualifying sets, and calibration/validity sets.

Discussions among the team members are important, as they reveal what kinds of qualities seem to characterize certain score points. The most difficult aspects involve balancing widely discrepant qualities found in the same paper and defining the line between adjacent scores. PASC staff will record final scores and document the rationale as presented during the discussions.

The first step, however, is a review and discussion of anchor papers from the previous administration. This ensures that the committee understands the task at hand and the overall scoring philosophies being applied to the ELPA items.

During formal rangefinding our recommended procedure for assigning scores to the papers in each range set is as follows. The procedure is followed for each set for each item successively.

- ◆ **Range papers are read aloud and discussed by the rangefinding panel—** Reading aloud focuses attention on the ideas presented—or what the student has to say—allowing the panel members to divorce themselves from how the paper looks or how well it has been edited, etc., and it helps build informality and camaraderie among the team members. After each response is read, each panel member independently assigns a score.

Charts are made showing each member's score for each response. An overall tentative score is assigned to each one on which there seems to be consensus. However, all assigned scores at this point, even those on responses for which there is complete agreement, are provisional and subject to change based on later considerations.

- ◆ **Each subsequent set is read and scored by each panel member, using the tentative scores on the previous sets as guidelines**—After each set has been read, the results are charted and discussed.
- ◆ **Decisions are made about each of the problems in the decision set.**

The score points for which there is less than agreement are discussed starting with the lowest, but least controversial, score point. The papers that had the widest discrepancies of assigned scores around this lowest score point are discussed next before moving to the papers whose assigned scores are in the next higher range. There may be frequent reference back to previous sets to make sure that decisions on score points are consistent.

During this process, the tentative scores assigned to papers in earlier sets become firm. Once all items have gone through the rangefinding process, the committee's final task is to review their decisions across items and/or grade levels to ensure consistent decisions have been made. This includes re-reading all papers that have been grouped by the same score point to ensure consistency in applying the scoring guide.

Finalizing Training Materials—When the reading and charting are finished and decisions have been made and scores assigned to all the responses, the rangefinding phase is finished.

Final preparation of materials will be done by PASC following the rangefinding meetings. PASC's development team will organize the designated responses into the sets described in Exhibit 2.

Exhibit 2. Final Materials Preparation

- A. **Anchor set**—At least two examples of each score point, depending upon the score scale (no invalids). These should be clean papers but should illustrate different types of the same score point, if there are such clear differences. Once completed, this set is submitted to the Training Supervisor for review.
- B. **Decision set**—This should be a set of whatever size necessary to illustrate the various kinds of problems that might arise with this prompt or item. If the number of such responses is small, these may be incorporated into the first training set instead of being grouped into a separate additional set.
- C. **Training sets**—These are at least two sets of up to 20 papers each (again, this will vary according to the score point scale). They should contain a range of responses including clean papers, line papers, and problem papers. The responses should be in random order of quality and unmarked.
- D. **Qualifying sets**—There should be at least two sets. Generally there are 10 responses per set, but can be fewer, depending upon the score scale. These should consist heavily of papers which clearly represent the score points but not exclusively so. One of the sets may include an example of an invalid response, but it should be clearly so.
- E. **Calibration sets (validity sets)**—These are composed of five responses of mixed quality, arranged in random order. We would create as many different sets as there are expected to be scoring days on a single prompt or group of items—minus one or two for the training day and the initial scoring day.

The next step is for PASC to conduct a review of the anchors and training sets across all items in a domain to ensure consistent decisions and consistent application of the rubrics. This is followed by an across-year review by domain, again, to ensure consistent decisions have been made. If any inconsistencies are noted, Ms. Ahlfors will contact OEAA for final resolution or clarification.

14. Print Needed Assessment Materials

14. Print the Needed Assessment Materials (February and March 2006). The administration contractor will print the materials needed to administer the ELPA, including all manuals, assessment booklets, answer documents, header sheets and other assessment materials according to the specifications in Appendix A.

There are several departments within Harcourt that contribute to the development and production of the materials for the Michigan ELPA. The Publishing Operations group at Harcourt oversees product movement through the design, production, and manufacturing processes. Each functional group is staffed by experienced and quality-driven professionals who work side by side with other areas of the company to ensure processes align with Michigan's requirements. For ELPA, a team member will be assigned from each key functional group within Publishing Operations to provide expertise in that area and a holistic approach to quality and customer service in the production of manuals, assessment booklets, answer documents, header sheets and other assessment materials listed in Appendix A.

Services provided by Publishing Operations include the following.

Composition

The composition staff will develop the electronic templates for the ELPA from sample pages approved through the design process. This technical work will be done prior to live work as it will enable us to plan and validate all aspects of the composition process to ensure it is most efficient. The composition staff produces electronic templates in industry standard platforms such as Quark, Xyvision, and InDesign, and provides them for external contractors prior to the composition phase. This team is chiefly responsible for technical set up and planning of composition and file set up.

If any outside services are required for design or composition, Harcourt has a long relationship with established art and composition vendors. They are familiar with the demands of educational assessments and are flexible, creative, and supportive of the time-sensitive demands of this industry.

Production Planning

The planning group will work with Harcourt's Custom Assessment Programs department to plan, schedule, and track specific deliverables for the ELPA through the production processes. This team will have an understanding of the scope of work, product mix, workflow dependencies, and customer requirements for review and communication

protocols. The ELPA production planner will accurately forecast workloads across the cooperating departments so that resources can appropriately plan to ensure that capacity is ready, trained, and in place. During the production process, the planner will identify schedule problems, implement corrective action plans with program team members, and routinely examine key metrics that are indicators of the ELPA project's overall status. The planner will provide the manufacturing administrator job specifications, schedules, and updates as frequently as twice a day when programs are at their peak. Several internal documents will be used to help plan the production process and to maintain adherence to all design requirements and technical specifications. The information for the documents will be gathered from the initial planning meeting with the OEAA, from the internal project launch meeting, and from the production kick-off meeting.

Manufacturing Procurement

The manufacturing group is responsible for printing quality product for assessment programs. For ELPA, this group will work from volume forecasts and schedules to plan printer capacity as far in advance as possible. This forecast will be continuously updated with our suppliers to ensure that we have capacity when your program requires it. The manufacturing group will also analyze several factors to determine what product will be printed where. These factors will include, but are not limited to, page count, color usage, binding style, print run, specialized assembly, and packaging requirements. All factors will align to vendor capability in order to have a viable manufacturing plan. A central part of this plan lies in our ability to ensure that Harcourt's paper purchasing group in Orlando has a paper forecast as early as possible so that all raw commodities are in place when OEAA needs it for printing.

Harcourt will maintain the highest level of quality when designing, preparing, and printing all of the test material and ancillary material required to administer ELPA. Quality control procedures will be put into place for every step of test preparation. A staff of professionals will be assigned to follow through with all quality control procedures. Harcourt will maintain that the composition and print vendors contracted to complete the work on ELPA follow the same high standards of quality. Harcourt recognizes that the OEAA reserves the right to make changes at any stage of the program. As the state knows, it is preferable to make changes in the early stages of the process as it has the least impact on the overall schedule. When changes are made toward the end of the process, more aspects of the program are affected, resulting in significant delays. Harcourt's workflow is organized to capture vital changes early in the process through the use of sample art, design and layout pages, and documentation of key decisions and milestones.

Test Book Production

As noted in our discussion about the production of pilot test and ancillary materials, Harcourt's ELPA production team will take the following steps to develop the operational test and ancillary materials as specified by the ITB from conception to final electronic files:

◆ **Composition**

- Sample pages
- PDF electronic workflow (the page review cycle)
- Publication Quality Assurance

◆ **Manufacturing**

- E-proofs
- Printed samples from the print vendor
- Quality checks during manufacturing

During operational test form construction, Harcourt's production planning, composition, and manufacturing teams will work together with our vendors to establish schedules and plans that will accommodate every requirement of the OEAA. We will ensure that plans and schedules account for the OEAA's involvement in the test form composition and manufacturing process.

Composition: Sample Pages, PDF Workflow, and Harcourt's Publication Quality Assurance

Group—First, Harcourt will provide the OEAA staff sample pages that include booklet designs (e.g., page layouts, elements on the page, art requirements, fonts, colors, etc.). These samples provide the OEAA the opportunity to review and revise these important aspects of test booklets, which Harcourt will incorporate according to the mutually agreed-upon schedule. Once the OEAA has approved both the layout and design, the document will be ready to begin the composition process proper.

By reviewing sample pages, the OEAA can specify its preferences for all operational testing materials.

Next, to improve cycle times, Harcourt proposes the implementation of a PDF workflow for editing and production. We will use this workflow to achieve a more efficient review process between Harcourt and the OEAA. This technology allows for easy and quick turnaround time in providing files, and allows for the digital workflow of all rounds of operational test form materials.

PDF workflow provides the OEAA a secure and efficient way to review and to revise composed operational test materials.

This entire process can be done electronically, eliminating the time needed to print a paper version and to send the documents through overnight mail to the OEAA for review and back to Harcourt for revisions. Password-protected PDF files will be transmitted electronically via a secure FTP site. PDF workflow increases efficiency and reduces the reliance on paper output for checking work.

PDF review rounds are approved through a cooperative effort between Harcourt and the OEAA. Agreed upon communications tools are put into place to ensure that edits, corrections, suggestions, and revisions are applied as requested and agreed to by content

and editorial staff from both parties. If corrections are needed, Harcourt and the OEAA mutually agree on necessary changes, and Harcourt will request page edits from the compositor before final approval is obtained from the OEAA.

Harcourt will create PDFs that meet the technical specifications of the administration contractor's printers. For example, a form is created in its native file. It is then put in PDF format for transporting to the appropriate reviewer(s). The PDF format allows anyone with Acrobat Reader to review the document and anyone with full version Adobe Acrobat to actually edit the PDF document. The PDF is then sent back to the compositor and the edits are made to the native file. These edits will be incorporated until the final file for each operational test booklet is approved for manufacturing.

At the final round—prior to when files are sent to the printer—Harcourt's Publishing Quality Assurance group will print and review all pages that will ultimately be seen by either the student or the teacher. Generally, this review entails the integrated examination of test booklets, answer documents, directions for administration, and practice tests. By design, this review of the ELPA operational forms will be assigned to an editorial group that is independent of the ELPA editorial team. As such, its reviewers will provide a fresh set of eyes that can catch what both the OEAA and Harcourt's Michigan ELPA editorial team may have missed during their repeated reviews of the composed files.

Harcourt's internal Publishing QA group provides a fresh set of eyes to ensure an error-free composed file.

Manufacturing: e-Proofs, Printed Samples, and Quality Checks at Harcourt and Our Printers—After PDFs are approved by the OEAA and checked in Publishing Quality Assurance, Harcourt will have our printers pre-flight (i.e., pre-check all embedded fonts, etc.) the electronic files and generate an e-proof of each. The latest innovation in the printing industry, an e-proof represents what a manufactured product will look like in a web-based environment. E-proofs will eliminate the need for overnight shipping because Harcourt can notify the OEAA that a proof is available for viewing by sending an email with a hyperlink to the proof's location. The e-proof can be viewed at any time or any location, provided the website address, login, and password are correct. The e-proof can be printed for hardcopy review, if needed. E-proofing allows for concurrent review by Harcourt personnel, so it will save two to three days per proof during the print schedule.

E-proofs save time and increase accuracy during manufacturing.

E-proofing uses industry standard security features of the Web. Harcourt will create a unique identification, password, and profile for each user, indicating which program and proofs they are allowed to review. Reviewers will only see the proofs for their program. Currently, e-proofing is available for all non-scannable test booklets and ancillary product.

Our production and editorial staff will review these proofs thoroughly to ensure that the pages are properly aligned and sequenced, the booklet is properly laid out, and all colors are correctly reflected.

The OEAA will receive advanced copies of printed samples of operational test materials.

Once printing commences, Harcourt will receive from our printer advance copies of all printed pieces for review. We will proof these printed samples and deliver the required number of copies to the OEAA. These advance samples will be checked at Harcourt for quality of printing, pagination, and comparison to other supporting materials, implementing our mock administration quality check process.

The process will begin with understanding the scope of work, establishing a clear workflow between Harcourt and the OEAA. During the production phase of the program, Harcourt will specifically use print vendors that will improve the quality of the ELPA operational test materials. Each vendor has implemented several additional quality requirements, as has Harcourt, including, but not limited to:

- ◆ **Pulling additional sheets/forms off press**—Inspections performed at this point include color balance, clarity of type, rich black type, and fold tolerance.
- ◆ **Pulling additional bound booklets off bindery lines**—Random inspections will be performed to assure accurate collation of material. These inspections and quality audits are recorded in a quality report.
- ◆ **Print and collation issues reports**—If anything unusual occurs during press or bindery run, a special note is made to isolate when and where in manufacturing run it occurred in order to isolate potentially affected product. These products receive additional inspection to confirm accuracy.
- ◆ **Incorporating a Signature Recognition System into their binding process**

These additional quality steps are all designed to provide a defect-free product to the OEAA by eliminating mis-collations within an operational test booklet and other products. Harcourt's quality control procedures will exceed industry standards and are geared to achieve our aggressive goal of zero defects on your behalf.

Signature recognition will eliminate collation errors.

An additional quality step that Harcourt has added includes the addition of Program Identifier Codes (PICs) to all printed product. The PICs are added by our composition group to provide a visual reference at the footer of every page and consist of the state abbreviation plus grade plus form number. The PIC is a useful visual identifier for the printer to ensure that the appropriate signatures are picked up and bound together. It's an added measure to ensure the accuracy of each bound book that Harcourt manufactures for the State of Michigan.

Every one of our assessments has a test administrator's manual and many have additional ancillary documents to support their programs. As with any highly visible, high-stakes testing program, it is critical that teachers and administrators receive accurate and useful information about the administration of the test. Harcourt understands this and will apply this understanding as we develop, review, and distribute these important components of the ELPA operational assessment. We will ensure that these products receive the highest quality development and the strictest scrutiny in the review process within the desired timeframe.

15. Develop Packaging Lists

15. *Develop Packaging Lists (March 2006)* The administration contractor will develop packaging lists.

As the administration contractor, Harcourt will develop packaging lists. We will work with the OEAA to ensure the packaging lists meet the needs and specifications of the OEAA.

16. State Delivers Pre-ID File to Administration Contractor for Local District Update

16. *The State Delivers Pre-ID File to Administration Contractor for Local District Update (February 2006)* The administration contractor must quality-assure the file and load it to the hosting site.

As state-supplied files are uploaded into *Harcourt Spectrum*TM, the files will undergo quality and data consistency checks. Once uploaded, local districts will have the ability to update information as well as enter new students directly online into the system.

17. Host Pre-ID File for Local District Update

17. *Host Pre-ID File for Local District Update (February and March 2006)* The administration contractor will host the Pre-ID file.

Harcourt recognizes the investment Michigan has made in technology in support of the assessment process. In order to leverage this investment on behalf of the OEAA, we propose custom integration of our customer portal, *Harcourt Spectrum*, into the existing Michigan assessment website. Integration of the two systems will result in the following:

- ◆ All Michigan users will login to the Michigan OEAA website.
- ◆ Harcourt will create security mechanisms whereby this login information is passed transparently to *Harcourt Spectrum*.
- ◆ Links to *Harcourt Spectrum* services will be established on the Michigan OEAA website.

- ◆ When users “clicks” on the link to the *Harcourt Spectrum* service, their security credentials will be passed to Spectrum, and they will not be required to logon a second time.

Further, the look and feel of the *Harcourt Spectrum* services would conform to Michigan’s web standard and branding schemes to provide the ultimate transparency between the two organizations—resulting in a seamless experience for OEAA website users.

To this extent, Harcourt understands that student data required to pre-ID documents is gathered through the Michigan OEAA website. To support this, Harcourt proposes to 1) build a custom, secure interface to that website, 2) extract relevant student data, and 3) load those data into the Student Management service within *Harcourt Spectrum*.

From *Harcourt Spectrum*, the Michigan student data will be used by Harcourt to prepare pre-ID labels and/or pre-print answer folders.

Automated updates to student data will be performed nightly by Harcourt. Freeze dates for demographic changes will be established in order to pre-print labels or booklets.

18. Use Pre-ID File(s) to Pre-Print Student Answer Folders

18. Use Pre-ID File(s) to Pre-print Student Answer Folders (March 2006) The administration contractor will pre-print student answer documents.

Based on the student data extracted from the Michigan OEAA website and loaded into *Harcourt Spectrum*, Harcourt generate adhesive barcode labels to be affixed to each Michigan student’s answer documents or, alternatively, pre-print the student identification data directly on booklets. Each barcoded student record will contain a unique student identification number, which will be used to link each student’s completed answer document(s) with his or her demographic information.

19. Package Assessment Materials

19. Package Assessment Materials (March 2006) The administration contractor will package assessment materials.

To ensure prompt, excellent service for the ELPA program, Harcourt will deliver a high level of quality and accuracy to the packaging of all ELPA test booklets. Harcourt will ensure the materials for each building will be packaged separately and that they will be distributed to District ELPA Coordinators at the designated shipping address, which may be different than the mailing address.

Harcourt will coordinate and conduct all picking and packing in-house for the ELPA. Harcourt’s system for the packaging and distribution of test materials includes the following steps:

- ◆ Planning meetings are held with distribution supervisory staff to clarify all procedures, discuss what is expected at each stage, and to answer any questions about the program.
- ◆ As materials for ELPA are received from the printers, they are entered into an electronic database noting the materials' location in reserve storage, quantity received, product identification, and product description.
- ◆ A unique component identification number identifies each component of OEAA materials during assembly and packaging.

To ensure the quality and integrity that the OEAA expects and Harcourt delivers, all ELPA test booklets will be numbered, packaged sequentially, shrink-wrapped according to agreed-upon specifications, collated by grade, and include appropriate test coordinator and examiner's manuals, test and answer booklets, pre-ID labels and return shipping labels as well.

Package Barcode Label

The barcode used on package labels is a 16-digit number that includes the test year, testing program, type of item, and a check digit. The test year and testing program codes allow us to automatically verify that the materials belong to the OEAA each and every time the barcode number is read. The check digit is a numbering technique that helps to verify that the number is valid. This highly reliable barcode symbology—the structure or font used to present a number as a barcode—ensures that we can track all OEAA materials to the booklet level, and therefore maintain complete program security.

20. Ship Assessment Materials to District Assessment Coordinators

20. *Ship Assessment Materials to District Assessment Coordinators (March 2006) The administration contractor will ship assessment materials to district assessment coordinators.*

Harcourt will ensure the safe, secure, and timely shipment of all assessment materials to District ELPA Coordinators. Shipping labels will clearly identify school and district name and number and other necessary information. The major advantage of this WMS mailing label is that all relevant information is printed directly on the label for scanning by the shipper (Exhibit 3). The tracking number is used to ensure that the shipping and carton information on the label match.



Exhibit 3. Shipping Label With FedEx Tracking Barcode

The advantage of a WMS mailing label is that it provides all information and can be scanned directly from the label.

21. Distribute Assessment Materials to Schools

21. Distribute Assessment Materials to Schools (March 2006). The administration contractor will facilitate and monitor the distribution of assessment materials to schools.

Harcourt supports the District ELPA Coordinator's work in distributing ELPA materials to schools. We provide a coordinator's manual as well as pre-workshop training on the receiving and distributing of all test materials. In addition to the program management team monitoring the whole process, we provide a toll-free number to the Customer Support Center (CSC) to facilitate any questions or provide step by step instructions to District ELPA Coordinators.

22. Participate in Assessment Administration Briefings

22. Participate in Assessment Administration Briefings (End of January 2006) OEAA staff and staff of the administration contractor will jointly conduct assessment administration briefings around the state. OEAA staff will conduct up to 12 briefings in both the Lower Peninsula and the Upper Peninsula. The administration contractor should plan on participating in sessions in Wayne, Oakland, Kent, and Saginaw Counties. In addition, the administration contractor will participate in a recorded videoconference of the briefing. OEAA staff will conduct the other sessions (Clare, Indian River, Escanaba, Marquette, Kalamazoo, and Ann Arbor) by themselves.

The purpose of these briefings will be to review the procedures that the Assessment Coordinators need to carry out before, during, and after assessment, including their briefings on similar duties for School Assessment Coordinators and Assessment Administrators. The administration contractor will explain how materials are shipped to districts, how to order extra materials, how to get answers to assessment administration questions, and how to return the assessment materials after assessment.

Because Harcourt understands the importance of thorough training, our staff will provide training on all aspects of successful test administration. Our program management team is experienced at managing the various aspects of training workshops, and will collaborate with the OEAA staff to design a workshop training program that meets the needs of the OEAA and district test coordinators.

Harcourt will partner with the OEAA to develop and present regional test administration training of trainers' workshops annually in both the Lower and Upper Peninsulas. The purpose of these workshops is to familiarize school personnel with current test administration regulations, procedures, and materials; highlight any administration changes from previous administrations; and discuss potential administration issues.

With extensive experience in developing and presenting test administration training, Harcourt will be responsible for all logistics of the workshops including the following:

- ◆ Procure workshop sites, approved by OEAA
- ◆ Notify, register, and confirm registration of participants from each district
- ◆ Prepare and produce workshop materials for participants

- ◆ Register participants at the workshop site
- ◆ Distribute materials at the workshop site
- ◆ Coordinate with site staff prior to and during workshops
- ◆ Explain how materials are shipped to districts, how to order extra materials, how to get answers to assessment administration questions, and how to return the assessment materials after assessment administration
- ◆ Provide certificates of completion to attendees

23. Verify Accuracy of Pre-ID, Labeling, Barcoding, Scanning, Scoring, and Reporting Systems Using a Test Deck

23. Verify Accuracy of Pre-ID, Labeling, Bar-coding, Scanning, Scoring, and Reporting Systems Using a Test Deck (April 2006) The administration will demonstrate the accuracy of Pre-ID, Labeling, bar-coding, scanning, scoring, and reporting systems.

Harcourt will demonstrate the accuracy of the pre-ID, labeling, scanning, scoring, and reporting systems using our test deck. This process will be done in conjunction with the OEAA to ensure all of their needs and specifications are met.

24. Facilitate Creation of Barcoded Labels for Students Registered Late

24. Facilitate the Creation of Bar-Coded Labels for Students Registered Late (April 2006) The administration contractor will provide a secure website for schools to use in creating bar-coded student identification labels for students without assessment materials printed specifically for them. The Call Center must be equipped to assist MEAP Coordinators and schools in the labeling process. In addition, for districts with high student mobility (i.e. Detroit, Grand Rapids and others) there must be an opportunity to load pre-identified students as an addendum file prior to spring testing. These students, in the addendum file, must be matched against those students already entered to ensure no duplicates are pre-printed. Labels will be produced by the administration contractor from this addendum file and shipped overnight to districts and schools within 48 hours of the receipt of the file.

Harcourt recognizes that through the Michigan OEAA website, testing coordinators can print single use pre-ID labels to accommodate late arrivals. It is our understanding that these labels are affixed directly onto test booklets or answer documents. Harcourt will work with the OEAA to pre-test the existing label format, paper stock, and ink density used for local label printing to ensure the labels can be recognized by Harcourt's scanning equipment.

In those situations where the volume of additional labels required exceed local label printing capabilities, Harcourt will work with the OEAA to develop a process whereby these labels can be requested from Harcourt for printing and distribution. Additionally, if slip sheets are used in situations where pre-printed labels are not available, Harcourt will work with the OEAA to develop a process for entering these updates into the OEAA student data system, as needed.

25. Assessment

25. Assessment (April 3 – 28, 2006) Michigan schools will administer the assessments during this time period.

Harcourt has many years of experience in assisting state-, district-, and school-level administrators with administering large-scale assessment programs throughout the school year. Each year our program management teams assist thousands of district and school testing coordinators with the myriad situations that develop in administering assessments to the millions of students.

Although Harcourt is not responsible for directly administering the ELPA to students in Michigan's schools, we will provide assistance to the OEAA and local districts in resolving problems with materials and procedures. Harcourt's program management team will be available to the department and local districts to facilitate delivery of needed materials and to respond to procedural questions.

26. Return of Assessment Materials to Contractor

26. Return of Assessment Materials to Contractor (May 1-5, 2006) The administration contractor will facilitate and monitor the return of assessment materials.

Harcourt supports District ELPA Coordinators during the retrieval of assessment materials. We provide a coordinator's manual as well as pre-workshop training on the return of all test materials from the schools. In addition to the program management team monitoring the whole process, we provide a toll-free number to the CSC to facilitate any questions or provide step by step instructions to the OEAA coordinators.

27. Log-In of Assessment Materials

27. Log-In of Assessment Materials (May 2006) The administration contractor will log in returned assessment materials.

Harcourt will log in all assessment materials received from schools. This process will be done with the guidance of the OEAA to ensure Harcourt meets their needs and specifications.

28. Scanning of Answer Documents

28. Scanning of Answer Documents (May 2006) The administration contractor will scan answer document.

We are aware that each document represents an individual student's work and take care to accurately process each and every document with this in mind.

Our experience with both optical mark recognition (OMR) and image scanning rivals that found at any other assessment services provider. Through this knowledge and

experience, we understand your need for meticulous and accurate record keeping of student responses to both multiple-choice and constructed-response items.

We have a long, established history of handling customer requirements and are pleased to offer you a scanning solution to fulfill your specific requirements. Harcourt will work with the OEAA to ensure our scanning processes meet the specifications as outlined by the OEAA.

29. Hand-Scoring of Operational Constructed-Response Items

29. Hand-scoring of Operational Constructed-Response Items (May 2006) The administration contractor will hand-score operational constructed response items.

Harcourt's quality standards for the hand-scoring of student responses are very stringent. All Harcourt job descriptions include quality. PASC has fully embraced all quality initiatives in the quest to fulfill the mission of delivering accurate, reliable, on-time scores for all student responses entrusted to our care. All PASC staff has completed quality training, delivered by Harcourt's Quality Assurance department.

This includes training in the five-step problem solving process for resolution of any quality issues that surface. PASC's processes include quality checks throughout which are highlighted in the following sections.

Quality Controls for Scoring ELPA Constructed-Response Items

- Highly qualified staff and readers
- Comprehensive training materials
- Rigorous training
- Continuous monitoring
- Proven processes

Reader Qualifications

All applicants for reader positions at PASC must provide resumes and documentation of a four-year college degree. As part of our initial screening process, applicants must respond to a written prompt. This writing sample ensures that all applicants are able to perform the kinds of tasks needed to accurately hand-score student responses. The writing sample is intended to screen out those who cannot write standard, idiomatically correct English or who cannot organize their thoughts clearly. If successful on the preliminary screening, applicants then participate in an intensive introductory workshop focusing on holistic scoring of writing samples. These workshops allow us to eliminate potential readers who may seem qualified according to their educational and professional experience but cannot learn to score to a scale consistently or are otherwise unsuitable. Those who successfully complete this workshop are added to our pool of readers who are potential scorers of writing assessments. Those who have also passed screening tests for language usage are added to the pool of potential scorers for analytic trait scoring of writing assessments.

Quality Step 1

Maintain highly qualified pools of readers, team leaders, room directors.

In order to join the pool of readers who are potential scorers of domain-specific constructed responses, readers must pass a screening test for the domain and complete a one-day general workshop for each subject area for which they qualify. Readers may qualify for one or more subject area pools (reading, mathematics, science, social science).

It should be noted that, while these screening and qualifying procedures permit someone to be added to our reader pool, they do not automatically qualify a reader to score any specific project, such as the ELPA. All readers and team leaders must participate in project specific training and meet the qualifying standard before scoring any live student responses for the ELPA.

**Security/Confidentiality Agreement
Harcourt Assessment, Inc.**

It is my understanding that by signing this agreement, I agree to maintain strict security of all materials, processes, and procedures involving work performed for Harcourt Educational Measurement. I also agree to maintain complete confidentiality regarding all student responses.

Furthermore, I understand that any infraction of this confidentiality is grounds for my immediate dismissal and for legal action to be taken against me.

(print name)

(signature)

(date)

Exhibit 4. Security/Confidentiality Agreement.

All readers sign a security agreement, like the one illustrated above, upon hiring into our reader pool.

Security and Confidentiality—Upon being hired by Harcourt, all readers must sign a security agreement such as the one illustrated in Exhibit 4.

Room Director Qualifications—For all large-scale scoring projects scored at PASC, each domain/level has a room director who serves as the trainer. The room director works closely with the training supervisor and the content training specialist. The room director conducts training to ensure that team leaders and readers become expert with a specific project.

A trainer must be, first and foremost, a good teacher, capable of recognizing the question behind the question and able to present the response in a variety of ways until it is fully understood by all. He or she must encourage readers to abandon preconceived notions they may have about the scoring procedures and to align their thinking and judgment to the procedures and to the scoring scale defined by the specific project.

The room director's main job is to oversee the actual scoring of the papers, acting as a first-level decision maker for situations or questions that may arise during the scoring process and elevating issues and concerns to the supervisor when applicable. The room director is also responsible for the quality of the scoring within the room.

Room directors are selected for a given project from among those who have successfully served as team leaders or room directors on previous projects. They have been evaluated on their ability to train readers as well as to monitor readers' scoring accuracy and consistency.

Team Leader Qualifications—Team leaders are experienced, proficient readers who have successfully completed a general team leader training workshop at PASC. That workshop prepares some of our best readers to assume the role of team leader and gives them the initial training needed to assume greater levels of responsibility within our training and scoring processes. Team leaders closely monitor the performance of each individual on the team. For holistic scoring of writing prompts, there are approximately 10 to 12 readers on each team and for shorter constructed-response items, there are typically six to eight members per team. Team leaders assist the room director, certify that readers on their team are qualified and are scoring accurately, monitor individuals on their team, and may retrain individual readers when necessary.

Whether scoring field-test responses or operational, high-stakes responses, PASC's professional readers have consistently shown to be dedicated, reliable scorers. Many of our room directors and team leaders have developed strong working relationships with our clients and work on the same programs year after year.

Quality Step 2
Comprehensive anchors
and training materials.

Throughout the initial rangefinding and the final rangefinding processes, PASC will work closely with the OEAA and the rangefinding committees to ensure that the most comprehensive anchors and training materials are prepared for the operational scoring of the ELPA

constructed responses.

Training of Readers—The key to accurate scoring of writing and open-ended responses is proper training of the readers. The following procedures are routinely employed by PASC for training team leaders and readers prior to any scoring project.

Quality Step 3
Implement rigorous
training and qualifying.

Each room director spends several days becoming thoroughly familiar with the item(s), rubrics and the anchors and training/qualifying materials for which he/she will be responsible. During this preparation period, room directors work in consultation with the PASC project supervisor and with the PASC content specialists. Often these room directors have worked with clients during the development of the anchors and training materials and have first-hand knowledge of the client's interpretation of the rubrics and application of the score scales. If not, this is the time when specific questions may be presented to clients to clarify decisions before any actual training ensues.

Room directors then conduct team leader training in the days immediately preceding reader training and scoring. These sessions consist of training and qualifying which is substantially like the readers' training except that there is also emphasis on problem issues and the procedures for resolving issues. Team leaders are expected to become the next-level experts for the item(s) being scored as well as for the requirements and procedures for the specific project. The logistics of the scoring sessions and the routines for scoring are discussed. This includes the standards for qualifying to score, for monitoring for reliability and accuracy, and the procedures for documenting retraining activities and overall evaluation of all the readers on an individual team.

Training readers for project-specific holistic scoring of constructed responses takes from one half to one full day, depending upon the complexity of the item(s) and the score scale. Training begins with a brief overview of the scoring project, security and confidentiality policies, attendance requirements, and the expected performance standards for inter-rater reliability and for productivity rates.

Training continues with a reading and discussion of the student responses in the anchor set. In this set the scores have been recorded with the student responses. Emphasis is placed on the reader's understanding of how the responses differ from one another in incremental quality and how each response reflects the description of its score point as generalized by the rubric.

Once the trainer is certain that readers feel comfortable with the anchor set, they distribute the first training (practice) set, which consists of previously scored student responses arranged in random order. Each reader independently reads and scores the responses in the training set. The trainer then reveals the correct scores and, using our central training model, readers interact with the trainer in discussing the characteristics of each response that earned it the assigned score point. The same format is followed for each training set. During this process, the reader's job is not to justify his or her own scoring but to internalize the scale and adjust his or her individual scoring to conform to that scale.

Once all training sets have been scored and discussed and readers appear to be able to apply the scoring rationale, the trainer distributes the first qualifying set. Readers who do not meet the qualifying standard on the first attempt work with the trainer to review the anchors and clarify perceptual discrepancies before being allowed to make a second attempt. Any reader who fails to meet the standard at this time is deemed not acceptable for scoring the project.

All ELPA constructed responses will receive a single reading with 20 percent of the responses receiving a second independent reading to monitor for accuracy and reliability. The expectation is a minimum of 65 percent exact match with an overall reliability rate of no less than 90 percent

The PASC Systems also features a Question Application which allows any reader to forward to a team leader or room director student responses which are anomalous or which contain content deemed questionable. Readers continue to score other responses until they receive, via the Question Application, a directive from the team leader or room director. If necessary, the room director may print anomalous responses for faxing to the OEAA for final scoring decisions.

Accuracy/Reliability

Quality Step 4

Monitor for accuracy, consistency, and reliability.

The objective of the trainer is to train all his or her readers to score to the same scale to ensure accurate, consistent, reliable scoring. PASC adheres to stringent criteria in its general screening, training, and qualifying procedures as preliminary measures for obtaining high levels of consistency and reliability. Nevertheless, in any large group of potential readers at a given time, some individuals may not be suited for the specific scoring project. Our quality control procedures easily identify readers who may need to be retrained or possibly dismissed from the scoring project.

Intra-Rater Reliability—While the first step in ensuring accuracy of scoring is to adhere to rigorous training and qualifying process for all readers, ongoing monitoring is also critical. During the scoring process, in addition to regular student responses, readers score a set of calibration (validity) responses each day. Calibration sets generally consist of five student papers that have been pre-scored by scoring experts. Each individual reader does a blind scoring of the responses. The reader's scores are compared with the known scores and a Calibration Report is prepared which indicates number and percent in perfect agreement, number and percent at +1/-1, and number and percent at >+1/-1.

Readers score a different calibration set each day. The distribution of calibration responses is controlled through the distribution of responses to readers, allowing calibrations to be slipped in at various times during the day. The results from the scoring of calibration sets are kept separate from the ongoing flow of actual scores and are reported to team leaders, room directors, and the training supervisor.

The acceptable agreement rate for calibration responses is 80 percent perfect agreement plus 20 percent adjacent, with no scores greater than one point discrepant without triggering retraining for the reader.

Inter-Rater Reliabilities—Inter-rater reliabilities are calculated when two independent scores are assigned by two different individuals to the same student response.

PASC's online scoring system generates many different kinds of monitoring reports that enable us to monitor the accuracy of scoring via inter-rater reliabilities. These reports are computed by individual and by team. They list each of the team's readers and provide the results of their scoring on an ongoing basis. Information on these reports includes the number of responses read by each reader during the period, the number and percent of

invalid (non-scorable) responses read, and the number of responses for which there was a second reading. The number of responses with second readings provides data for reporting the number and percent of responses with perfect agreement, the number and percent of responses on which the first reader was a point lower than the second reader, the number and percent of responses on which the first reader was a point higher than the second reader, and the number and percent of responses differing by more than one score point.

Score Point Distributions and Project Status—The holistic performance by prompt report includes the number and percentage of responses to which the reader has awarded each valid score point. This gives an idea of whether the reader is tending to distribute scores in a manner similar to other readers. This is generated daily and cumulatively for the project.

In addition to the reader reports described above, other reports, such as the daily order status report, are generated each day to monitor the progress of the orders through the system. This report shows, by order and prompt, the number and percent of responses for which first and second (20 percent check score) readings were required and have been completed. Before the data are processed for generating score reports, all discrepancies are traced by the computer to ensure that all needed readings have been done. These reports are available to team leaders, room directors, and training supervisors and are also calculated and reported cumulatively for the day, the week, and the entire project.

Read Behinds for Further Monitoring—Harcourt's system allows team leaders and/or room directors to conduct random read behinds as an additional monitoring method. Unlike check scoring, when conducting read behinds, the team leader or room director receives student responses along with the scores assigned by the reader. Responses for read behinds may be randomly selected or may be targeted read behinds, such as responses receiving specific scores. The number and/or percent of read behinds may be set for individuals or for all readers within a scoring group.

These read behinds are very useful in tracking specific areas of confusion for a given reader or group of readers and assist the team leader or room director in knowing just how to direct retraining activities.

Retraining—Room directors conduct group retraining every Monday morning or following any extended break during the scoring project. Individual readers receive retraining during the scoring, as deemed necessary by team leader and room director observations and by results from the daily and cumulative monitoring reports. Retraining may be considered informal when a team leader holds a review discussion with an individual around a certain response type or score point. Formal retraining includes complete review of the anchors and may include additional responses to reinforce the scale application. Formal retraining may also include having an individual retake a qualifying set to ensure he or she is back on track. Team leaders are required to

document all individual retrainings and room directors document all formal large-group retrainings.

Supplemental or enhanced training sessions may also be held. These sessions are for the entire group of scorers and generally focus on responses that have been encountered that are not accounted for in the anchors or training materials. The PASC system allows readers to forward anomalous responses to team leaders or room directors. When room directors or team leaders detect some similarities or patterns within the anomalous responses, samples may be sent to the client for verification as to how to apply the rubrics. These responses are printed out by the room director (readers have no print capability) and can be copied and used for supplemental training purposes.

Reports for Monitoring Scoring—Harcourt routinely produces summary and cumulative reports that allow PASC and department staff to be aware of the progress of each scoring project.

PASC will provide OEAA reader production and reliability statistics on a daily basis and cumulative weekly as requested:

- ◆ **Inter-rater reliability by reader and by team**—Number of items scored; number of items second scored; number and percentage exact match; number and percentage at +1/-1; and number and percentage at greater than +1/-1. Statistics will also include the number and percentage of resolutions required as well as the number and percentage of resolutions for or against a given reader.
- ◆ **Estimates of reader harshness**—As indicated by number and percentage of resolutions for or against a reader; number and percentage of resolutions against for which the reader was high or low; and score point distributions indicating any tendencies toward a given point on the scale.
- ◆ **Validity reports showing the intra-rater reliabilities from calibration set scoring**—These reports also show number and percentage of responses in the sets with exact match to predetermined scores; the number and percentage of responses for which scores are +1/-1; and the number and percentage of scores which are discrepant by more than one score point.
- ◆ **Score point distributions by item/prompt**—This report shows across all readers scoring the item or prompt the score point distributions.

Our system also allows us the flexibility to design additional monitoring reports that meet each customer's needs and do not compromise our role as an employer. Some score reports will include historical data, such as field test data or previous year's data, or we will work with the department to specifically design comparison reports as needed throughout the life of the program.

Overall Scoring Process

All team leaders and readers are required to sign a project-specific security and confidentiality agreement similar to the one shown in Exhibit 5 at the start of any individual program.

Generally for our readers, a workday at PASC consists of seven hours of directed activity, with breaks mid-morning, mid-afternoon, and for lunch.

Evening shift hours are from 5:30 P.M. to 9:30 P.M., with a 15-minute mid-shift break.

After readers leave for the day or prior to the start of the evening shift, the supervisor,

room directors and team leaders review the day's activities and the various monitoring reports, and plan any retraining or recalibration work that may be required the following day.

Project Non-Disclosure Agreement Harcourt Assessment, Inc.	
I, the undersigned, agree not to divulge in written or verbal form any portion of the materials, activities, or events in any way related to the _____. By signing this agreement, I agree not to remove any materials designated as secure from the scoring area. I agree to turn in all materials designated as secure when they are collected for any adjournments or at the conclusion of the scoring sessions.	
I agree not to disclose or discuss the contents of the tests or student responses and in no way to compromise the validity of the tests, the security of the tests and materials, or the confidentiality of the student responses.	
_____ (print name)	
_____ (signature)	_____ (date)

Exhibit 5. Sample Project Non-Disclosure Agreement

An agreement like the one illustrated above, is signed at the start of each new project.

<p>Quality Step 5 Apply tested, proven processes.</p>
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PASC employs a central training and scoring model. Large group training is interactive and conducted classroom style. However, once readers are trained and qualified, actual scoring is done via image distribution within the secure PASC System. Readers logon to the system and access and score the student responses via computers. A robust suite of applications within the PASC Systems allows for full communication and monitoring throughout the scoring process.

Each PASC reader has a unique reader number and for a given project is assigned to a specific team. The reader number and team identification are linked to all documents the reader scores. This ensures that subsequent readings of student papers will be directed to different readers from different teams and allows for monitoring team performance, as well as reader performance. No identifying demographic information about the student is available to scorers.

Harcourt's online scoring system routes student responses only to readers who are trained and qualified to score the specific prompt or item. Readers may forward questions and student responses to team leaders or room directors and continue scoring other responses while the question is under consideration so that no scoring time is lost. The system tracks all scoring decisions and the data held in the system provide the necessary

monitoring and tracking reports to ensure performance and productivity standards are being met.

As indicated, when a reader's performance falls below acceptable parameters for ELPA, as finalized in conjunction with the OEAA, indicated either through his or her scores on the daily calibration sets or through the many monitoring activities we employ, the reader is retrained. In those instances where, following retraining activities, the reader does not correct the discrepant scoring, the reader will be dismissed from the scoring project and when so determined, responses scored by the reader will be redistributed and rescored.

Student Appeals

Accurate, reliable scoring of constructed responses hinges on three key elements: quality anchors and training materials; professional training and high qualifying standards; and ongoing monitoring and retraining of scorers. When these three elements come together, errors while scoring student responses are very unlikely. The mission PASC is to provide accurate, reliable, on-time scores for all student responses entrusted to our care and in 2003 less than one percent of the 38 million scores we provided were appealed and less than one percent of those appealed resulted in a score change. However, on rare occasions parents or district personnel may have good reason to believe that a student's constructed responses have been scored incorrectly. In such cases, a review of those scores and a possible rescore of the student's response(s) may be necessary.

Harcourt has a proven record for accurate, reliable scores.

Harcourt recommends the following procedures to be used by school districts via the OEAA to request a further review of a particular student's constructed-response scores. These reflect the policies and procedures in place for other large-scale programs scored by PASC.

- ◆ Requests for review should come from the OEAA through the Harcourt call center for the Michigan ELPA program. Each request should identify the paper in question by grade, district, school, student name, gender, and date of birth and state reasons for believing that the response(s) has been scored incorrectly.
- ◆ The OEAA will have up to 90 calendar days from the time score reports are received to make any requests for further review. Harcourt will review those papers and respond to the department within 30 calendar days following the request being received from OEAA.
- ◆ Bulk requests for the review of papers generally are not accepted. For example, it would not be permissible to request a review of papers for an entire class or school building, or to review all responses at a given score point. However, if a review of selected individuals indicates the need for further review, Harcourt will expand the scope of the review.

- ◆ Review, and rescoring if necessary, of constructed responses and scores will be conducted by a minimum of two scoring experts at PASC. These experts will be thoroughly familiar with the items, rubrics, and scoring criteria.
- ◆ The review process may result in an increase, a decrease, or no change from the original score. Results from the rescore review are final.

If the review process determines that the score(s) for a particular student are appropriate, no changes in reporting will be necessary. If, however, the review process determines that a response has been scored incorrectly, the following will happen:

- ◆ The school district will receive a new, corrected student report.
- ◆ There will be no changes to previously released or published state or district results.

While we recommend these procedures, Harcourt will work with the OEAA to establish final guidelines for a review/rescore procedure for the ELPA.

Harcourt's Policy on the Reporting of Questionable Content

Students' responses on open-ended questions occasionally contain what is sometimes termed questionable content—that is, responses that state or imply threats of violence to self or others, or that report or suggest child abuse or neglect.

Handling Sensitive Student Responses

Some of the states and school districts that contract with Harcourt and other educational testing companies set forth specific categories of questionable content and specific procedures for reporting such responses to school authorities.

These reporting guidelines and procedures vary widely among states and school districts. Other states and school systems do not set forth any such reporting guidelines or procedures.

Harcourt believes that there is value in following a uniform set of policies and procedures, so it has developed the following guidelines for such reports. These policies and procedures were developed in consultation with educators, school counselors, psychologists, and lawyers. We recognize, however, that certain states and school districts may wish to have Harcourt follow a set of policies and procedures that differs in some respects from those set forth herein. Accordingly, we remain willing to discuss modifications to our general policies and procedures for the ELPA.

Background Statement—Harcourt's educational assessments are not psychological instruments, and they are not designed to detect indications of violence, abuse, neglect, or emotional problems. Also, while the scorers all have four-year college degrees, they do not necessarily have training or expertise in psychology or counseling. For all these reasons, it is impossible for our scorers to know whether statements made or situations described in student essays are real, exaggerated, or imagined. Nevertheless, because certain statements raise potentially serious concerns, especially about the possibility of

violence to self or others, we have instituted policies that call for the reporting of such statements to school authorities.

Categories of Questionable Content to be Reported—Harcourt’s scorers are instructed to tag open-ended responses that contain one or more of the following elements:

- ◆ Statement of intent to inflict serious and imminent physical harm to self
- ◆ Statement of intent to inflict serious and imminent physical harm to others
- ◆ Statement reporting past or current child abuse or neglect

The scorers are not instructed to flag and report any statements that do not fall into the above three categories. They are instructed, however, that they may in their discretion flag any other material that they believe may reflect a serious situation requiring action.

Reporting Procedure—When a scorer identifies a response containing questionable content in one or more of the categories listed above, the following procedure will be followed:

- ◆ The scorer will flag the essay. He or she will provide a copy of the response to the team leader (who supervises up to 12 scorers), together with a notation indicating the questionable content.
- ◆ The team leader will review the response with the room director (who supervises several team leaders) to determine whether it in fact fits the criteria of questionable content as set forth above.
- ◆ If the team leader and room director determine that the response contains such questionable content, he or she will make a copy of the student’s entire test paper and share it with the Harcourt supervisor for the state or district testing program.
- ◆ The supervisor or program director then sends the copied answer document to the person designated by the state or school district as the appropriate contact person, together with a notation about the statement(s) judged to be questionable.
 - If there is disagreement between the team leader and room director as to whether the response contains questionable content, the supervisor will make the final determination.
 - If the determination is that the response does not contain questionable content, no report will be made and no record of the flagging will be kept.

If Harcourt refers a student’s test to the state or district contact person, it will do so without making any assessment or recommendation, other than to make note of the questionable content. Due to the nature of the material and lack of appropriate context, Harcourt is not in a position to determine whether threats or other statements contained in test responses are serious or joking, real or imaginary. They are referred to the contact person so that the school authorities can take any further action that they deem appropriate under the circumstances.

Disclaimer and Limitation of Liability—Harcourt makes no representation that it is screening the student responses for indications of violence, abuse, neglect, or any other conduct. To the contrary, Harcourt specifically states that its educational measurement products are not intended to serve as indicators of violence, abuse, neglect, or other questionable conduct, and that Harcourt itself does not have the ability to make any such assessment. Therefore, Harcourt’s questionable content policy and procedures should not be relied on by any school district, student, family, or anyone else as a means of detecting or assessing violence, abuse, neglect, or other questionable conduct.

Harcourt will make good faith efforts to follow this policy and these procedures. However, any failure to follow the policy and procedures shall not be deemed a breach of contract or held against Harcourt. No claims of any nature may be made by customers against Harcourt arising out of Harcourt’s referral of questionable content or its failure to refer questionable content.

Information to Students and Parents—Because Harcourt’s policy may in some instances lead to the identification of students as sources of questionable content, it may be appropriate for students and parents/guardians to be informed of the policy. The OEAA may want to consider sending a statement to all students and their parents/guardians regarding this policy before any Harcourt open-ended educational assessments are administered to the student.

30. Hosting of Demographic Files

30. Hosting of Demographic Files (May 2006) The administration contractor will host the demographic update website.

Harcourt recognizes the investment Michigan has made in technology in support of the assessment process. As noted in Section 17. Host Pre-ID File for Local District Update, we propose integrating our customer portal, *Harcourt Spectrum*, into the existing Michigan assessment website.

All student and demographic data extracted from the Michigan OEAA website will be hosted within the Student Management service within *Harcourt Spectrum*. On a nightly basis, changes to the OEAA system will be extracted so that Harcourt always has the latest demographic information for a student.

Working with the OEAA, freeze dates for demographic updates will be established to facilitate event-based batch processing such as pre-identification processes, scoring, and reporting.

31. Update of Demographics File Hosted

31. *Update of Demographics File Hosted (May 2006) The administration contractor will update the demographic file.*

Demographic updates entered into the Michigan OEAA website will be extracted on a nightly basis and loaded into the Student Administration service within *Harcourt Spectrum*. A final freeze date for demographic updates will be established jointly so that final score reports can be produced and posted.

32. Construct Final Student Report Files

32. *Construct Final Student Report Files (May 15-31, 2006) The administration contractor will integrate the demographic updates and the edited files of student results to construct final reports files, and a guide to interpreting the reports.*

To provide a completely current representation of student data on the final student, school, and district reports, Harcourt will incorporate all demographic updates entered into the Michigan OEAA website and extracted for hosting via *Harcourt Spectrum*. In conjunction with the student, school, and district reports, Harcourt will also produce an Interpretive Guide to assist students, parents, educators and others in understanding the data presented on each report.

33. Post Reports on Secure Website as They Become Available

33. *Post Raw Score Reports on Secure Website as They Become Available (May 2006) The administration contractor will post district results as they become available on the secure website, and notify district assessment coordinators of their availability.*

In an effort to deliver test results to districts as promptly as possible, Harcourt will post an electronic file of each district's results to the Results Management service within *Harcourt Spectrum* as these data complete the processing cycle. Harcourt will create a custom index for these reports so that they may be accessed via the Michigan OEAA website. As the files for each district are posted, Harcourt will notify the district coordinator. In this manner, districts will be able to immediately begin reviewing their data instead of waiting for the entire state's data to be processed.

34. Reports of Student Results Processed and Printed

34. *This task has been deleted.*

35. Student Reports Shipped to School Districts

35. *This task has been deleted.*

36. Preparation for Standard Setting

36. Preparation for Standard Setting (May and June 2006) The administration contractor will prepare for the standard-setting meeting(s).

As student results are produced and returned to the school districts, we will begin preparation of the materials required for conducting a standard setting for the Spring ELPA standard setting meeting. As requested by the state, we will use the Body of Work method to establish performance standards for each assessment. Please see our detailed Standard Setting discussion in Appendix B of this proposal.

37. Standard Setting Conducted

37. Standard Setting Conducted (June 2006) The administration contractor will conduct the standard-setting meeting(s).

Harcourt will conduct standard setting meetings for the Spring 2006 ELPA assessment. Our Standard Setting methodology is described in detail in Appendix B.

38. Results of Standard Setting Summarized and Reviewed

38. Results of Standard Setting Summarized and Reviewed (June 2006) The administration contractor will summarize the results of the standard setting for each panel.

Following the standard setting meetings, we will summarize the results for each panel. These results will be provided in a standard setting technical report, including chapters describing the activities and processes involved, and the recommended standards across each grade level at each content area. The standard setting technical report will be mostly pre-written and will be given to each panel prior to leaving Lansing. Please refer to our Standard Setting section (Appendix B) for a more in depth discussion of the standard setting technical report.

39. State Board of Education Approves New Standards

39. State Board of Education Approves New Standards (June 9, 2006) OEAA and administration contractor staff will present the results of standard setting to the December meeting of the State Board of Education.

Harcourt and the OEAA will present the results of the standard setting meetings to the State Board of Education after the meetings have held. A member of the Harcourt Michigan Administration team who was present at the standard setting meetings will also be present at the board meeting to answer questions and address concerns. It is at this meeting that the State Board of Education will approve or revise standards as the Board sees fit.

40. New Standards Used to Produce School, District, and Statewide Reports

40. New Standards Used to Produce School, District, and Statewide Reports (June 2006) The administration contractor will implement the standards that are approved by the State Board of Education. This includes the updating the student information file, preparation of the remaining summary reports, packaging these results, and shipping them to school districts' Assessment Coordinators at the addresses they have designated. As the results are prepared, an electronic file of school and district results must be prepared as well.

Using the new standards approved by the State Board of Education, Harcourt will incorporate both the new standards and the student demographic information updates posted via *Harcourt Spectrum* to produce the school, district, and statewide reports. Harcourt will produce all of the consequent summary reports, package, and ship them to each of the designated district coordinators together with an electronic file of the school and district results.

41. Statewide Results Reported

41. Statewide Results Reported (June 26, 2006) The administration contractor will host and then publicly release statewide results.

After all of the district files have been posted to *Harcourt Spectrum* for district review, Harcourt will compile the data into statewide student and summary data files for posting to the same secure website. Harcourt will then make the website publicly available for viewing appropriate summary data. Additionally, Harcourt will post a PDF version of the Interpretive Reports Guide to assist users in reviewing the reported data.

Following the public release of the Michigan assessment results, Harcourt will transfer the files to the OEAA for hosting on OEAA's own website or continue to provide hosting of these reports as determined by the OEAA.

42–44. Not needed

42-44. Steps 42-44 are not needed for the ELPA.

45. Provide Operational Statistics on Items and Forms to OEAA

45. Provide Operational Statistics on Items and Forms to OEAA (June 2006) The administration contractor will prepare an electronic document linking operational items and their operational statistics to OEAA.

After receipt of the final statistical files from psychometrics, the item bank specialist will execute a quality control review of the data for accuracy and completeness. When the data has been verified as accurate, the item bank will be populated and the data merged with all existing item information. After the population is completed and verified as successful, Harcourt will generate an electronic export file that links the field test items (based on the item code or unique serial number) to the statistics and any committee

review comments and enter the data directly into the Michigan Item Bank. As Michigan's ELPA item and test development contractor, this data transfer will take place without client involvement. The OEAA will be notified when the new data is available in the Michigan Item Bank.

46. Technical and Other Summary Reports Produced

46. *Technical and Other Summary Reports Produced (June 30, 2006)* The administration contractor will prepare a series of reports and analyses immediately following the public release of the statewide results for each assessment and cycle. These analyses include the following:

- *Technical Report of the assessment (the Technical Report is due eight weeks after release of summary results.)*
- *Summary of Results for each applicable Demographic Subgroup*
- *Summary of District Results by Intermediate School District or Regional Educational Service Area*
- *Item analytic data for operational items (DIF performance; upper-lower 27% analyses, and so forth)*

These analyses should be performed at the immediate conclusion of the statewide reporting (or in the case of field-tested constructed response items, as soon as the scores are available), so that the results can be used to communicate about the assessments used, as well as to plan for improvements in the assessments for subsequent assessment cycles.

Harcourt will prepare a series of technical reports and analyses following the public release of the statewide results for each Spring ELPA administration. The OEAA's requirements for this documentation can be found in Section 1.104.V of ITB 07115200060. These analyses will be performed at the immediate conclusion of statewide reporting. Results of these analyses will be used to communicate information regarding the assessments to stakeholders, as well as to make decisions regarding assessments for subsequent administrations.

- ◆ Technical report of each assessment
- ◆ Summary of results for each demographic subgroup
- ◆ Summary of district results by Intermediate School District or Regional Educational Service Area
- ◆ Item analytic data for operational items
- ◆ GLCE-related analyses
- ◆ Subject matter analyses including KR-020s and other analyses for each set of items used to measure the content area
- ◆ Item analytic data for the "Core Replacement" items that can be used to select the items to be used for the assessment the following year
- ◆ Industry standard analyses of horizontal linkages and vertical linkages

47. Not needed

47. Step 47 is not needed for ELPA.

Because standard setting is planned to occur only during the first year covered by this ITB, steps 36 through 40 may only take place in the first year, and thereafter only as needed. The State reserves the right to ask for an additional standard setting during the course of the contract.

48. Develop and Administer a Screener Instrument

48. *Develop and Administer a Screener Instrument The administration contractor will propose a solution for the development and administration of an ELP screener instrument. The instrument should take between 60 and 90 minutes to administer. The instrument will first be administered in the fall of 2006 with approximately 12,000 students, half of those students will be from kindergarten through second grade, taking the screener instrument each school year. For the 2006–2007 school year, all students will take the instrument using paper and pencil. The administration contractor will also conduct a small pilot, using one school district, where students would take the instrument using the computer. For the 2007–2008 school year (and subsequent years), the administration contractor should propose a solution where approximately 80% of students will participate in the screener using paper-and-pencil with the remaining students taking the screener instrument using a computer.*

Working with the OEAA, Harcourt's ELPA development team will create an ELPA screener assessment. We understand the purpose of the screener is to help districts with the placement of new ELL students. We understand the OEAA would allow districts to administer the screener in the fall of 2006. We have discussed the possibility of administering this screener in both online and paper/pencil formats. The test blueprints and administration processes have yet to be determined. However, Harcourt has vast experience in designing custom English language proficiency assessments, and screeners, in both online and paper/pencil formats and we look forward to working with the OEAA to design and develop a custom screener that meets the needs and specifications of the OEAA.

Appendix A: ELPA Components List

Component	Number of Forms	Number of Pages per Form	Number to be Manufactured
MI ELPA K-2 Test Book	4	52	27,800
MI ELPA 3-5 Test Book	4	48	21,200
MI ELPA 6-8 Test Book	4	56	20,000
MI ELPA 9-12 Test Book	4	64	15,800
MI ELPA Speaking K-2 Test Book	4	16	27,800
MI ELPA 3-5 Answer Folder	1	16	21,200
MI ELPA 6-8 Answer Folder	1	16	20,000
MI ELPA 9-12 Answer Folder	1	16	15,800
MI ELPA K-2 DFA	1	36	10,000
MI ELPA 3-5 DFA	1	36	10,000
MI ELPA 6-8 DFA	1	36	10,000
MI ELPA 9-12 DFA	1	36	10,000
MI ELPA Test Coordinator Manual	1	56	8,000
MI ELPA Student Identification Sheet	1	2	10,000
MI ELPA K-2 CD	1		4,634
MI ELPA 3-5 CD	1		3,534
MI ELPA 6-8 CD	1		3,334
MI ELPA 9-12 CD	1		2,634
MI ELPA Answer Folder Return Env	1	1	10,000
MI ELPA K-2 Audio Cassette Tape	1		4,634
MI ELPA 3-5 Audio Cassette Tape	1		3,534
MI ELPA 6-8 Audio Cassette Tape	1		3,334
MI ELPA 9-12 Audio Cassette Tape	1		2,634



Appendix B: Standard Setting Meetings

3. Standard Setting Meetings

3. *Standard Setting Meetings*

Each administration contractor will have separate responsibility for Standard Setting meetings specific to the assessment(s) the contractor is responsible for.

We acknowledge that as lead administration contractor for the ELPA, we will have responsibility for conducting standard setting meetings, the analysis of the resultant data, and delivery of the completed report to OEAA staff. In addition, we acknowledge that the report is to be delivered to the OEAA by the lead psychometrician responsible for the meeting prior to his departure from Lansing at the close of the meeting.

In accordance with the desires of the OEAA expressed within the Invitation to Bid for a student-centered method to be used for standard setting, we would propose that the Body of Work method (Kingston et al. , 2001) be used. Harcourt has used this method with other clients, and so we have staff experienced in the use of this method with large-scale K-12 assessment programs. This experience encompasses all phases of the standard-setting process: preparation of materials, conduct of the meeting, and data analysis and reporting. In addition, our project management staff is well-versed in the management of large-scale meetings on behalf of our clients and are able to make arrangements for facilities for meetings and accommodations and reimbursement for those participating.

We would expect the separate standard setting meetings (by assessment program, content area, and grade) to follow the same procedures. Those procedures are detailed in the following text.

a. Preparation for Standard Setting

a. Preparation for Standard Setting

The administration contractor will, as the student results are produced and returned to school districts, prepare the materials needed for setting standards on the MEAP grade 3-9 assessments in each content area, the MI-Access assessments in each content area, and the ELPA assessments in each content area. OEAA requires the use of a Student-Based Standard-Setting method to set standards such as the Body of Work method (see Chapter 8 of Cizek, 2001, *Setting Performance Standards: Concepts, Methods, and Perspectives*, Mahwah, NJ: Lawrence Erlbaum Associates). It is assumed that separate panels will be convened to set standards on the three assessments (MEAP, MI-Access, and ELPA).

The administration contractor will need to plan for a panel of standard-setters to work each content area (Mathematics, ELA, Science, and Social Studies) at each grade level. This will result in convening 18 panels (6 in Mathematics and ELA each, and 3 each in Science, and Social Studies). Each panel should be comprised of at least 20 educators, and will work in one grade and content area.

Each bidder should describe in detail the processes that will be used to prepare the materials for standard-setting; make arrangements for the standard-setting meeting including the facilities, the invitation, and reimbursement procedures; on-site procedures for setting up, conducting, analyzing the standards set at each stage of the process, and tearing down after the meeting; and, the processes for summarizing the results of each panel, the manner in which standard-setting took place, and the satisfaction with the level of standards that were set. All standard-setting meetings should take place in the same week, although not necessarily on the same days.

The standard setting process is to be scripted, so that the panelists receive identical information regardless of which content area and grade level panel they are serving on. The script must be approved by OEAA staff and the OEAA Technical Advisory Committee (TAC). It will be followed as written during the sessions. All materials needed for standard setting must also be reviewed and approved in advance. The administration contractor will provide all materials for conducting the standard setting process.

In addition, the administration contractor must provide staff for and expertise in articulation of standards for all levels of each assessment. Articulation of standards should assure that comparisons among standards at the various grade levels of the assessment do not reveal inconsistencies that would contribute to systematic change in the classification of student performance from one level of the assessment to another that is not attributable to (1) an actual change in performance level of the peer group (2) an actual change in relative performance level compared to peer group, or (3) a change performance correlated with changes in the content mix from one grade to the next. Articulation will be a part of both the standard setting process and the validation of the standards by all committees that subsequently review the standards. In addition, the articulation will include considerations of current standards and federal accountability reporting requirements.

Because of the tight timelines, the administration contractor will need to prepare the report of standard setting almost instantaneously. Hence, the administration contractor should be prepared to conduct analyses of interim standard-setting results on-site, and to prepare the final report of standard setting prior to leaving Lansing at the end of standard setting. Thus, OEAA staff and administration contractor staff will conduct a post-standard setting meeting to debrief from the meeting(s) and to prepare the materials needed to describe the processes used, to transmit the recommended standards, and to seek rapid approval of the standards by the State Board of Education.

The administration contractor will consult with OEAA for approval of the statistical analyses that will be performed in the standard setting process to both set the standards and to provide impact data to the standard setting panelists.

Proper preparation is essential to the success of the standard-setting process. The first step in the standard-setting process is to decide on the number of performance levels that will be used for the assessment program and to generate general high-level descriptions of student performance for each grade within the assessment program associated with each separate level. These definitions will span subject matter areas; development of subject-specific performance level definitions takes place in a subsequent step. For ongoing assessment programs because of the need to equate current results with historical exam results, current performance levels and their corresponding articulation from the most recent standard-setting will serve as a starting point. For new programs or grade levels without historical predecessors, the performance level structure (i.e., number of levels and their labels, but not their corresponding articulation) of the most similar preexisting exam (within or without the assessment program) will be used as a base. However, the description of each performance level will have to be generated with very little reference to any preexisting text as it is unlikely that such an assessment will not be linked strongly enough to any preexisting assessment program for an already extant performance level descriptor to accurately represent student achievement at any particular performance level on the new assessment.

At this point, it will be necessary to convene a Technical Advisory Committee (TAC) meeting. Because the OEAA has ownership of the standards for all Michigan K-12 assessment programs, participation of OEAA staff and OEAA TAC members is essential as Harcourt prepares for standard setting; Harcourt does not set the standards, rather, we provide the framework within which standard setting committees propose standards to the OEAA and the state board of education for specific assessments. The state board of education then either approves or modifies them according to its discretion. Harcourt should not make major decisions within the standard setting process, but rather, we will turn to the OEAA and OEAA TAC members at points within the process where major decisions must be made.

The agenda of the TAC meeting will focus on finalization of performance level structures and descriptions for each grade within the assessment programs within the purview of Harcourt that is scheduled for standard setting in the near future. A secondary item will be to make arrangements for timely review and approval of the subject-specific performance level definitions and the standard setting script by the OEAA and committee members when they are available. Note that it will not be possible to create the script prior to the performance level structure and descriptions being finalized as the subject specific level definitions will not have been developed and are central to the script. In the interests of efficiency, if other administration contractors have assessments programs due for standard settings at the same time, Harcourt will explore with those other contractors the possibility of convening a joint TAC meeting to cover assessments administered by Harcourt and other vendors.

During the meeting, Harcourt will present the preliminary performance level structures and descriptions (where available) to the committee members and facilitate the discussion so that a set of finalized performance level structures and descriptions for each assessment program and grade for which standards are being set is created. A Harcourt

psychometrician will serve as facilitator and technical consultant, but will not involve himself in the specifics of the discussion. His role will be to facilitate the process of arriving at a final set of performance level structures and descriptions, not to participate in the definition process itself. At the close of the meeting key OEAA staff and OEAA TAC members should have signed off on the set of performance level structures and descriptions that will be used at the standard setting meetings. Performance level structures will probably cover an entire assessment program, but performance level descriptions will span subjects and be linked with specific grades.

The next step in the process is to use the performance level descriptions at each grade level within each subject to create subject-specific performance level definitions. As this task requires a deep knowledge of the subject matter and the level of knowledge that a student at a particular grade level might reasonably be expected to have, the initial iteration of the subject-specific performance level definitions is usually created by subject-matter experts within the contractor's organization. TAC members, while having a deep reserve of pedagogical and technical knowledge, typically do not have a high degree of subject-matter knowledge and experience with its application at a specific grade level or set of grade levels. Within Harcourt, this role is filled by assessment specialists, who, with at least a baccalaureate degree in their subject matter area of specialization (as opposed to an education degree, which typically does not bestow upon its holder a deep knowledge of a particular academic discipline) and a substantial number of years of service as a K-12 classroom teacher, are uniquely qualified to assist the OEAA in this endeavor. They will create a set of specific behaviors that a typical student in a certain grade level, performance level, and subject-matter area is capable of performing or demonstrating for each combination of grade level and performance level within each subject matter area that the assessment program covers. These definitions are created with reference to the performance level descriptions previously endorsed by key OEAA staff and the OEAA TAC members in the TAC meeting discussed above. After the candidate set of subject-specific performance level definitions has been created, it will be forwarded to the OEAA and OEAA TAC members for comments and revision by selected OEAA staff and OEAA TAC members. Harcourt will work with all stakeholders until an ultimate consensus is reached and the subject-specific performance level definitions have been finalized and approved by all relevant parties.

The aforementioned tasks are not time-critical ones; they can take place at any time before the preparation of actual materials for the standard-setting meetings commences, but we would recommend that the TAC meeting discussed above take place at least three months before the relevant exam administration window to allow sufficient time to complete those tasks. The tasks in the text following cannot be completed until the exam has been administered and scored, because the scored exam is the student "body of work" at the center of the Body of Work standard setting procedure, and numerous scored exams are required by the procedure. At this point, standard-setting becomes a time-critical process—there are numerous consumers of the assessment program results who have expectations of receiving the results of the test as quickly as is possible. These consumers include parents, teachers, school and district administrators, and legislators. In addition, there are federal deadlines (most of which were set by NCLB) that must be

met—if these are missed, there is the possibility of federal sanctions. Harcourt understands the pressures faced by those governmental agencies with responsibility over statewide assessment (such as OEAA in Michigan) and has the resources and experience to ensure that all time-critical tasks that we perform on the behalf of our clients are completed expeditiously, efficiently, and with no errors.

After scored exams begin to become available, we will begin to prepare the materials for the standard setting committee members. Now, it is important to note that the body of work that committee members will use to set standards will be comprised of responses to all items on the exam, including both multiple-choice and constructed-response items. The body of work method requires three sets (folders) of student response papers be prepared for the standard setting committee member's use. These are called "pinpointing folders", "rangefinding folder", and "training folders". These different folders will be described in the following text at the point where they are first required in the standard setting process. Student response documents will be composed of a sheet summarizing the student responses to the operational multiple-choice items. Items will be labeled with a summary of the relevant item and a reference to the item number in the test booklet to facilitate access to the full text of the item, will be sorted in ascending order of item difficulty, and will be scored as correct/incorrect. This information will be presented along with the full text of and student responses to the operational constructed response items. All materials produced for use in the course of the standard setting committee meetings including these folders will be submitted to the OEAA for review and approval prior to the meeting.

b. Standard Setting Conducted

b. Standard Setting Conducted

The administration contractor will conduct the standard-setting meeting(s).

The meeting should be held at a site where the multiple panels can meet in rooms near one another, with storage that is secure, and work room(s) nearby. Each grade level panel must be held in a separate room, so that the discussion of one group cannot be heard by any other group.

The administration contractor shall provide a leader for each standard setting content area (e.g., Mathematics) as well as for each grade level panel. This person should prepare for the meeting by being well-acquainted with the script, materials, statistics, and procedures to be used.

The day before standard setting is to take place, OEAA staff and the staff of the administration contractor should plan a full-day meeting to practice the standard-setting process and to make any last minute changes needed. This preview should include the use of the statistical processes to be used at each stage to show panelists what decisions they have made at that stage in the process and their impact.

Each grade within the ELPA program will have its own standards set by a separate test-level specific panel. The meetings for a particular testing cycle will be held simultaneously (or nearly simultaneously, as logistics may permit), but in separate rooms

to prevent discussions for one grade affecting the results for other grades. The panels will meet together at the opening of their sessions with other panels that will be running at the same time for an orientation covering logistic issues, and an overview of the standard setting process in general and the body of work standard setting process in particular. At the close of the orientation session, the committee members will be dispersed to their individual meeting rooms on the basis of the committee to which they belong where they will remain for the balance of their participation. Each committee will have a Harcourt staff member to act as facilitator. As standard setting is an activity that has an understanding of the subject matter area and its relationship to a particular grade level at its center, the committees will be facilitated by an assessment specialist with the requisite grade level experience and subject matter expertise, who will stay with the same committee throughout the process.

Training—After the separate committees have broken out, the committee members will be trained in both the specific steps of the body of work standard setting process and in the subject-specific performance level definitions for their particular subject-matter area and grade level. The committee members will have available to them a copy of the exam for which they are setting standards, and will be asked to respond to both the multiple choice and constructed response items on the exam. Because the same test booklet as was used by the students in the current testing cycle will be used, the facilitator will point out which items were field test items and how those items are denoted within the test booklets (they will be prominently marked to avoid confusion with the operational items). After all panel members have finished responding to the exam, the facilitator will display the answer key for the multiple choice items and have panelists score the multiple-choice portion of the exam. The facilitator will also make available a copy of the scoring rubric for the operational constructed-response items along with exemplar papers for each achievable score point within the scoring scale for each item. This process of taking the exam and then scoring one's own multiple-choice item responses along with their comparison of their own constructed-response item responses with the relevant exemplar responses should make the committee members more mindful of the difficulty of the exam as they proceed with the standard setting process. Because this process is strictly for the benefit of the panelists, they will be told at the outset that they will not be asked for their scores and they should not volunteer their scores in subsequent discussions—this should serve to reduce any anxiety that committee members may feel about responding to the exam. The facilitator will lead a discussion about the items, with the aim of arriving at a mutual understanding of the tasks presented by the questions on the exam and ensuring that there are no ambiguities or misunderstandings on the part of committee members concerning any operational items on the exam. After a consensus has been reached, the facilitator will move to a discussion of the subject-specific performance level definitions to ensure that all members understand them to mean the same thing. These steps are critical, as we want the committee members to start from a common base of understanding as they embark upon the standard setting process.

At this point, the committee members will be asked to turn their attention to the training folders, a copy of which will be available to each member. The training folders will contain a set of student response documents drawn from the pinpointing folders

(discussed in detail later in this document). This set of documents will contain six to eight response documents that span the range of performance (from an essentially chance-level performance to a perfect performance, with the remaining response documents interspersed at equal score point intervals in between). The exact number of training folder documents is dependent upon the breadth of the score range. These documents will be selected by the facilitator as part of his preparation for the meeting. The facilitator will prepare training notes as part of his script (which will be specific to the grade and subject matter area of the particular committee) that will highlight those aspects of student performance in their responses (both correct and incorrect) that relate most directly to the subject-specific performance level definitions. After the committee members have turned their attention to the training folders, they will be told that the response documents span the score scale from low to high (total and constructed-response item scores *will not* be listed anywhere on the documents, though multiple choice item answers will be scored as correct/incorrect). Committee members will then be asked to rank the documents in descending order on the basis of the overall quality of the student's work (i.e., their responses to the items). Special instructions will be given to consider the multiple-choice and constructed-response item responses with respect to the proportion of the total possible test score contributed by each item type; committee members will tend to give responses to constructed-response items greater weight irrespective of the actual ratio of score points between the two item types unless otherwise instructed. When all committee members have completed this task, the facilitator will display the actual ranking of the forms (based on raw score) and ask committee members to compare their rankings with the actual rankings. The committee members will then be asked to assign a performance level to each student paper, using the subject-specific performance level definitions as a guide. After all committee members have made their choices, the facilitator will poll committee members as to the performance level they assigned each student response document, and will summarize and display the results. The facilitator will then lead the committee in a discussion of the results using his pre-prepared notes to guide the committee members in a discussion centered on the relationship between the subject-specific performance levels and the quality of the work displayed in the student response documents. At the close of this discussion, committee members will have completed the training, and will be ready to move on to the range-finding portion of the standard setting procedure.

Range-finding—For this portion of the process, each committee member will be provided with a range-finding folder and an associated document for recording their responses to the range-finding task. This folder will contain a subset of student response documents drawn from the pinpointing folders (these will be covered in detail later in this text). Each pinpointing folder will contain a number of student documents spanning a certain segment of the score spectrum—the range-finding folder will contain the highest scoring and two lowest scoring student response documents drawn from each pinpointing folder—this will produce a set of student work examples (i.e., response documents) that span the entire ability range. In the range-finding portion of the standard setting process committee members will use the provided student documents to assist them in indicating their judgment of the approximate location of the cut scores that define the performance

levels for the exam. The range-finding portion of the process is comprised of the following steps.

The first step is to allow committee members the opportunity to revise their performance level assignments from the training portion of the standard setting process that was just completed. This opportunity will be available as committee members transfer their ratings of the documents in the training folder to their range-finding response sheet (each student response document will have an identification number that will make it apparent which spaces in the range-finding response sheet correspond to student response documents in the training folder and each space will be highlighted as well). Committee members will then be asked to rate the performance level of the remaining student response documents in the range-finding folder with respect to the subject-specific performance level. The student response documents will be ordered from high to low physically and on the range-finding response sheet. Committee members will also be instructed to make their initial ratings independently, without discussion with other committee members, and to remember to consider both multiple-choice item responses and constructed-response item responses when deciding on a performance level rating for a particular set of student responses. After all committee members have completed the ratings task, the facilitator will poll them as was done in the training session on their ratings for each student response document in the range-finding folder, summarizing and displaying the results for each student response document in the range-finding folder. After all results are tabulated and displayed, the committee members will be asked if, in light of this feedback, they wish to change their rating for any of the student response documents. While committee members are considering whether they desire to change any of their ratings, they will be allowed to converse as a group about their ratings and associated rationales. Any changes will be tabulated and displayed to the group. After the committee members have made all the changes that they desire, the range-finding portion of the standard setting is concluded.

Pinpointing—The standard setting process is intended to identify those points within the score continuum that serve to sort test-takers into predefined performance levels. Ideally, these performance levels are delineated by a well defined set of behaviors or skills judged to be central to the underlying construct that we are attempting to measure. The range-finding portion of the standard setting procedure is designed to identify the regions in which the cut points lie, and the pinpointing portion focuses on those regions to identify the particular score point within the region where the cut point should be set, according to the professional judgment of the members of the standard setting committee.

The pinpointing folders will contain student response documents for students at each score point from essentially a chance level of achievement (the score that we would expect a student who guessed randomly on the multiple-choice items and gave nonsensical answers [i.e., random guesses] to CR items to achieve, on average) to the maximum achievable score. Each pinpointing folder will cover from 4-6 raw score points (for example, raw scores of 31, 32, 33, 34, and 35) depending on the breadth of the range, and will contain five student response documents at each score point. The documents will be grouped by score and the groups will be arranged in descending order

by score. The documents will not be marked with their scores, to avoid having committee members fixate on what any particular cut score “should” be set at. In addition, when selecting student response sets for inclusion into these folders, the lead psychometrician will avoid implausible response sets (i.e., high achievement on one item type coupled with low performance on the other, large differences in scores between different constructed-response items, or inconsistent performance on the multiple-choice items on the exam) when selecting student response documents for inclusion in the pinpointing folders, to minimize the difficulty of the task for the standard setting committee members. As was mentioned in previous sections, the student response documents required by the training and range-finding folders will be drawn from those in the pinpointing folders.

At the close of the range-finding phase of the standard setting, we will have performance level ratings from all committee members for each student response document within the range-finding folder. Recall that the range-finding student response documents were drawn from the top and bottom of each score range covered by a pinpointing folder. Essentially, in the range-finding exercise committee members were assigning performance level ratings to the edges of the score ranges covered by each of the pinpointing folders. Different committee members will have differing interpretations of the subject-specific performance level definitions as they apply to the student response documents in the range-finding folder—very seldom will all committee members assign the same performance level estimate to a student response document. However, when all or most of the committee members agree about the performance level represented by a particular student response document, we can be confident that that document and its associated score point do not represent a cut point according to the collective professional judgment of the standard setting committee. However, as the quality of the work represented by the student response documents declines (the documents are arranged according to raw score from high to low), the collective judgment of the committee members will shift, with more members moving to the next lower performance level. With the number of committee members selecting a particular performance level declining and the number of committee members selecting the next lower performance level increasing, at some score point the standard setting committee will be split approximately 50-50 between two adjacent performance levels—we will want to focus our search for that particular cut point in the region(s) where the split apparently lies. For example, contains a plot of range-finding committee results for a Massachusetts Grade 8 Mathematics exam (from Kingston et al., 2001, p. 228).

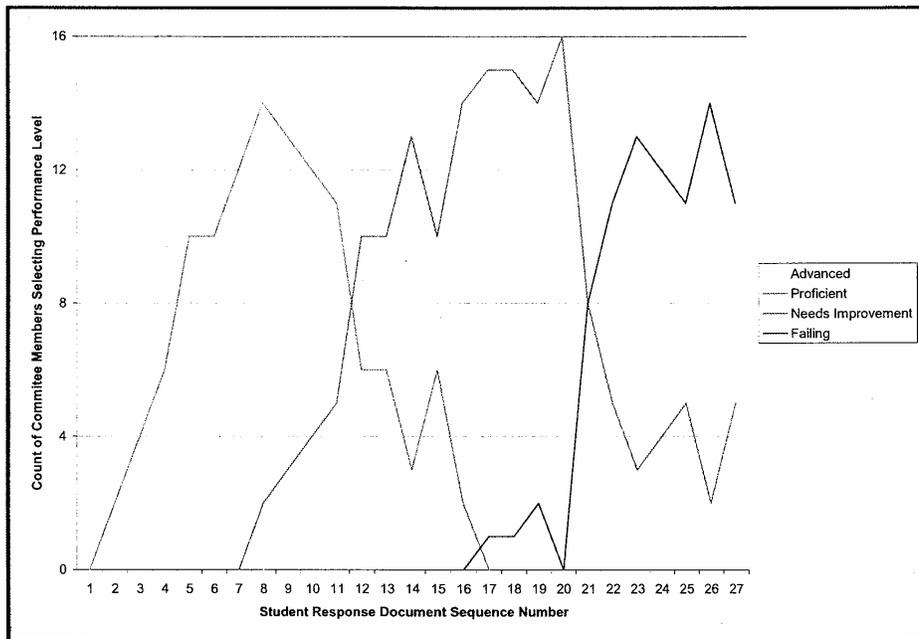


Exhibit 6. Rangefinding Results for a Massachusetts Grade 8 Mathematics Exam

Note that the curves have the general shape that we might expect . . . Looking at the plot, we can quickly see that the score points represented by documents 4-5, 11-12, and 21 seem to represent the regions containing the cut points for the exam according to the judgment of the committee members.

Note that the curves have the general shape that we might expect—as the quality of student work declines in concert with the declining test scores, the count of committee members assigning the highest performance level at the high end of the scale trends downward, the count of committee members assigning the lowest performance level at the low end of the scale trends upward, and the count of committee members assigning the two middle performance levels first trend upward and then downward. Looking at the plot, we can quickly see that the score points represented by documents 4-5, 11-12, and 21 seem to represent the regions containing the cut points for the exam according to the judgment of the committee members. The pinpointing section of the grade 8 mathematics test was accordingly centered on the pinpointing folders containing both the student response documents listed above as well as some of their adjacent folders.

The pinpointing portion of the standard setting process uses the results of the range-finding to select the specific regions (as in the graphical example just presented) of the continuum of scores upon which to focus during the pinpointing phase of the standard setting procedure. The following text describes the specific procedure that we will follow in the pinpointing phase of the standard setting procedure.

Harcourt will use criteria to select pinpointing folders for focus that are designed to select those folders representing the regions containing the student response documents (one for each cut point) with an equal probability of a receiving either of two adjacent performance level ratings from any committee member—the score associated with each such document represents the dividing point between its two associated performance levels, or in other words, the cut point. Those criteria are as follows: a pinpointing folder will be selected for focus if two papers from the folder are assigned to different performance levels by a majority of the members of the standard setting committee, or if any paper in the set from a particular pinpointing folder received a majority less than 67 percent. Typically, either one or two adjacent folders will be selected for any particular cutpoint. The committee members will be divided into a number of subgroups that equals the number of cut points that is being set (i.e., if there are four performance levels then three cut points will be set, so the committee will be divided into three subgroups). This is for efficiency's sake—to conserve resources we will not be making copies of the pinpointing folders for every committee member, as we will not know which pinpointing folders will be the focus of the final portion of the standard setting in advance of the meeting. Each group will work on one set of pinpointing folders, and the sets of folders will be rotated between groups so that all committee members are able to address all student response documents. Each set of student response documents was marked so as to indicate the two cut points for which the decision was to be made. Panelists will be asked to work independently, and to assign each student response document to an appropriate performance level with respect to the subject-specific performance level definitions, considering both the multiple choice and constructed response item responses of the student represented by the document. Generic response sheets will be prepared with space to record the document ID and associated performance level rating. Though the relevant performance level dichotomy will be indicated for each pinpointing set of documents that the committee must rank, the committee members will be told that if they strongly feel that a performance level different from those in the relevant dichotomy is appropriate to a certain student response document then they are free to assign the performance level that they feel is most appropriate to that document. When committee members have had the opportunity to assign a performance level to each student response document, their response sheets will be collected, and the session will be concluded. Committee members will be invited to remain while their responses are used to calculate the recommended cut scores and to complete an opinion survey providing measures of committee member satisfaction with the process and with the resultant cut score recommendations generated by the committee. They will also be invited to provide feedback on how the process might be improved in the future and ratings on the conduct of the meeting by the facilitator. The feedback forms will not ask for the respondent's name (to encourage open feedback). Feedback questionnaire items will be developed in conjunction with OEAA staff to ensure the elicitation of feedback that is of maximum usefulness to OEAA in evaluating the cut points, the quality of the process used to obtain them, and the performance of Harcourt staff as facilitators and organizers of the committee meetings.

Logistical Issues—Harcourt program management staff has extensive experience with the logistics of large-scale conferences. This includes arranging for meeting facilities, meals, lodging accommodations, and travel arrangements for participants, the preparation and shipping of materials for committee members, and the setup and teardown at the meeting site. The following text describes the logistical aspects of the standard setting process in detail.

To begin with, Harcourt will select staff to act as facilitators for the standard-setting committees and forward summaries of their qualifications to OEAA for approval. Program management staff will work with OEAA to identify the geographical location where the standard setting committee meetings are to be held (this will most probably be in Lansing) and to identify several prospective venues where the meetings can be held; large scale meetings are usually held at hotels, as conference facilities and lodging and meal services can easily be arranged. These arrangements will be made several months in advance to ensure that facilities and a block of rooms for participants are available according to the schedule. We will then work with OEAA to identify prospective members to serve on each of the standard setting committees with a view to identifying individuals with the requisite knowledge and experience (both subject specific and grade-level specific), at the same time ensuring the geographical, racial, and gender diversity of the members. Harcourt will receive contact information from OEAA and mail invitations approximately 60 to 90 days in advance of the date of the meeting. We will follow up with all invitees to secure a commitment to attend—a postage-paid response document is included with the invitation so that the recipient can indicate that they will or will not attend. Individuals who fail to respond within two weeks will be contacted by phone to verify whether they will attend. We will work with OEAA to identify and invite alternates to replace those who are unable or unwilling to participate until all committees are fully populated. We will consult with OEAA to determine if any participants are eligible to travel by air after attendance has been confirmed and make reservations and ticket purchases for those who are deemed to be. Eligibility will be determined by a participant's geographical location. After committee members have confirmed their intent to attend, they will be mailed an information packet with information on location, lodging, and travel information. They will also receive a reimbursement request form which they can fill out and return postage paid with receipts to Harcourt to be reimbursed for meals, travel mileage (if they travel by auto), and other permitted expenses. Harcourt will contact participant's school districts to offer substitute teacher payments in accordance with OEAA policy; those participants whose school districts turn down such payments or who are not classroom teachers will have honoraria payments mailed to them after the close of the meeting.

Harcourt personnel will arrive at the meeting site no later than the two days previous to the scheduled start of the meeting. Staff participating will include administrative support staff, the lead psychometrician, a statistical analyst, and sufficient staff to facilitate all scheduled committees. There will be a full day scheduled for OEAA staff and Harcourt staff to review and rehearse all procedures for the standard setting meetings to immediately follow. This will allow a last minute "tweaking" of procedures as well as a

test of and demonstration to OEAA staff of all statistical and technical procedures for feedback to committee members. The lead psychometrician will have prepared all standard setting reports in advance as far as is possible so that completed reports can be delivered to and approved by OEAA prior to his departure from the meeting site, in accordance with the requirements of the ITB. All materials for the meeting will have been produced by Harcourt prior to the meeting (printed double-sided on recycled paper) and shipped by overnight delivery to the meeting site addressed to the onsite supervisor. All materials containing secure information (including all unreleased items whether or not they are slated to be released) will be numbered and logged in at the close of the meeting. All participants will be required to sign confidentiality agreements before being granted access to secure materials. Harcourt will ensure that materials ancillary to administration of the exam (calculators, rulers, periodic tables, or any other supplemental materials available to students during the administration of the exam) are available to members of the relevant committees for the duration of the standard setting. Administrative staff will have electronic copies of all standard setting materials to allow onsite production in the event that the pre-produced materials are not delivered as scheduled by the overnight shipment company. The lead psychometrician will ensure that all facilitators have the necessary computer software to allow them to lead their committees, and will prepare all necessary forms to record committee responses. The lead psychometrician will conduct all analyses onsite with the assistance of the statistical analyst, and will use the results to complete the prewritten standard setting reports. At the close of the meeting, all written materials will be gathered and shipped back to Harcourt via overnight shipment for final disposition. Materials to be discarded will be discarded at Harcourt in accordance with established procedures for the destruction of secure material. The lead psychometrician, statistical analyst, and other selected Harcourt staff will remain onsite until a debriefing meeting has been held with OEAA staff and standard setting reports have been produced and accepted by the OEAA.

c. Summary and Review of Standard Setting

c. Summary and Review of Standard Setting

The administration contractor will summarize the results of the standard setting for each panel prior to leaving Lansing (at the end of standard setting). This will consist of a technical report on standard setting, with chapters on the processes and statistics used in setting standards, a chapter on the results of the process in each content area, and the recommended standards across the grade levels within each content area. This Technical Report should, to the greatest extent possible, be pre-written; OEAA staff will also "pre-write" the State Board of Education item so that only the results of the panels will need to be added to the item.

At this point in the standard setting, the participation of the committee members will be completed and it will be necessary to use the final ratings to generate the committee's recommended cut points for the ELPA. Kingston et al. (2001) recommend that logistic regression be used to generate the cutpoint estimates from the resultant data. As the pinpointing step in the standard setting process is essentially asking the committee members to make a set of dichotomous decisions (does the student response document

drawn from the region in which the cut point is thought to lie represent performance in the upper performance level or the lower performance level) in relationship to a continuous independent variable (the score for each student response document), logistic regression is well suited to analysis of the final results from the committee as it relates the probability of a dichotomous variable taking a positive (as opposed to a negative) value to the value of an independent continuous variable.

The Body of Work method represents standard setting as an activity in which a subject-matter expert considers a defined set of student behaviors (the body of work, in this case a set of student responses to an exam) as a whole in relationship to a set of categories (the performance levels) that are delineated by a well-defined set of behaviors (the subject-specific performance level definitions) and assigns the student to one of the categories based on his expert judgment. Now, because judgment is inherently a subjective process, if multiple expert judges were to rate the same student, there would be some degree of variability in their ratings. Similarly, if the same judge were to rate multiple students at the same level of ability (based upon their total test score), again there would be some degree of variability. If we refer back to figure 1, that variability is graphically represented—at the very highest and lowest levels of ability, there is scant variability—the judges are consistent in their ratings. However, as we move along the ability continuum towards the boundaries between the performance levels, the probability that any student at a particular score point will be assigned to the upper adjacent performance level falls as the probability that that student will be assigned to the lower adjacent performance level rises. At some point along the ability continuum, those probabilities will become equal, that is, any student with that ability level has an equal chance of being assigned to either the upper or lower adjacent performance levels on the basis of their “body of work” by any expert judge. The body of work standard setting method defines that point as the cut point between the two adjacent performance levels. In other words, the cut point is the ability level (as represented by total score) at which a student has a 50 percent chance of being assigned to either the upper or lower adjacent performance levels. The form of the regression equation used in logistic regression makes it simple to derive a formula that produces this score point from the regression coefficients (for details of the derivation see Kingston et al. (2001), pages 230-235).

This data analysis is simple to implement in statistical software such as SAS or SPSS, and the equations that produce the cut score recommendations from the regression coefficients are straightforward and likewise simple to implement. We will consult with OEAA prior to the standard setting to finalize the exact framework for cut score recommendations, but we will provide each cut point as recommended by the standard-setting committee along with several alternatives for each cut point. Alternatives are based on the standard error of the associated cut point, and two higher and two lower alternatives will be provided for each cut point. We will also provide impact data for each cut point and alternative cut point, to allow the OEAA and the State Board of Education to assess the effects of the standards they choose to implement in advance.

It should be noted that the committee members will not be provided with impact data during the process if it is implemented according to this proposal. While impact data can be useful to those involved in setting standards, the impact of standards tends to be a political rather than an educational issue. We did not want committee members to be influenced by personal opinions on what pass rates should be; rather, we wanted their judgments to be based solely on their professional experience and their interpretation of the subject-specific performance level definitions.

Reference

N.M. Kingston, S.R. Kahl, K.P. Sweeney, L. Bay (2001). Setting performance standards using the Body of Work method. In Gregory J. Cizek (Ed.) *Setting performance standards: Concepts, methods, and perspectives*. Mahwah, NJ: Lawrence Erlbaum.

d. State Board of Education Approves New Standards

d. State Board of Education Approves New Standards

OEAA staff will present the results of standard setting to the next meeting of the State Board of Education. A representative of the administration contractor must be on hand to answer questions regarding the process or the results. The State Board will be asked to approve the standards set by the panelists, or to revise these standards as it sees fit.

The State Board of Education is charged with the responsibility of setting standards, based on the recommendations of the standard setting committee for each grade and subject for which standards are being set. The object of the exercise is to give the Board information based on the expert knowledge of the committee members, untainted by whatever personal opinions those committee members may hold on pass rates. Responsibility for consideration of pass rates falls with the State Board.

The lead psychometrician and (if the OEAA so desires) senior content staff will attend the State Board of Education meeting that is scheduled to set the standards. Their role is to answer any questions that Board members may have about the psychometric or other procedures involved in the standard setting. They will of course refrain from recommending the specific values that should be set as the standards—that is the exclusive province of the Board.

Harcourt believes that the procedures for standard setting laid out in this document represent the best practices in the industry. If we are selected as administration contractor, we will of course work closely with the OEAA to further tailor what we have proposed so as to meet all the unique requirements of the ELPA program. Further, if the OEAA desires that committee members be aware of the impact of the prospective standards during the standard setting process, we will revise the procedure to incorporate that information.



Appendix C: Schedule

A Gantt chart of the schedule for the Spring 2006 administration of the Michigan ELPA is provided on the following page.



ID	Task Name	Duration	Start	Finish
1	Michigan English Language Proficiency Assessment (2005-2006)	148 days	Thu 12/1/05	Mon 7/3/06
2	Composition of Test Materials	43 days	Thu 12/1/05	Fri 2/3/06
3	Compose Test Documents	38 days	Thu 12/1/05	Fri 1/27/06
4	Compose Answer Sheets	38 days	Thu 12/1/05	Fri 1/27/06
5	Compose Ancillary Materials	43 days	Thu 12/1/05	Fri 2/3/06
6	Materials Printing	23 days	Mon 1/30/06	Wed 3/1/06
7	Print Test Materials	23 days	Mon 1/30/06	Wed 3/1/06
8	Print Answer Sheets	23 days	Mon 1/30/06	Wed 3/1/06
9	Print Ancillary Materials	18 days	Mon 2/6/06	Wed 3/1/06
10	Materials Distribution	19 days	Fri 2/17/06	Wed 3/1/06
11	Pre-ID File Received from OEAA	0 days	Fri 2/17/06	Fri 2/17/06
12	Pre-ID Test Materials	4 days	Thu 3/2/06	Tue 3/7/06
13	Serialize Materials	4 days	Mon 3/6/06	Thu 3/9/06
14	Package Materials	4 days	Wed 3/8/06	Mon 3/13/06
15	Distribute Materials	4 days	Fri 3/10/06	Wed 3/15/06
16	Materials Arrive in Districts	0 days	Wed 3/15/06	Wed 3/15/06
17	Test Administration	20 days	Mon 4/3/06	Fri 4/28/06
18	Create Scoring System	109 days	Thu 1/12/06	Thu 8/15/06
19	Clarify Requirements for Scoring System	10 days	Thu 1/12/06	Thu 1/26/06
20	Program Scoring System	36 days	Fri 1/27/06	Fri 3/17/06
21	Conduct Internal Tests: Test Deck, Scanning, Exceptions	10 days	Mon 3/20/06	Fri 3/31/06
22	Conduct Customer Acceptance: Test Deck, Scanning, Exceptions	2 days	Mon 4/3/06	Tue 4/4/06
23	Conduct Internal Tests: Raw Score Reports	31 days	Wed 4/5/06	Wed 5/17/06
24	Conduct Customer Acceptance: Raw Score Reports	2 days	Thu 5/18/06	Fri 5/19/06
25	Conduct Internal Tests: Scale Score Reports	16 days	Mon 5/22/06	Tue 6/13/06
26	Conduct Customer Acceptance: Scale Score Reports	2 days	Wed 6/14/06	Thu 6/15/06
27	Scoring and Reporting	51 days	Fri 4/21/06	Mon 7/3/06
28	Districts Ship Test Materials	6 days	Fri 4/21/06	Fri 4/28/06
29	Scanning	9 days	Mon 5/1/06	Thu 5/11/06
30	Conduct Raterfind Meetings	2 days	Tue 5/2/06	Wed 5/3/06
31	Tested Roster Window for Districts	10 days	Tue 5/9/06	Mon 5/22/06
32	Prepare Raw Score Reports	6 days	Tue 5/23/06	Wed 5/31/06
33	Raw Score Reports Posted for Online Viewing	0 days	Wed 5/31/06	Wed 5/31/06
34	Conduct Standard Setting Meetings	6 days	Mon 6/5/06	Mon 6/12/06
35	Prepare Scale Score Reports	7 days	Tue 6/13/06	Wed 6/21/06
36	Scale Score Reports Posted for Online Viewing	0 days	Wed 6/21/06	Wed 6/21/06
37	Print and Distribute Paper Scale Score Reports	8 days	Thu 6/22/06	Mon 7/3/06
38	Scale Score Reports Arrive in Districts	0 days	Mon 7/3/06	Mon 7/3/06

Project: ELPA Mini-ITB Schedule
 Date: Fri 1/13/06

Task Split Progress

Milestone Summary Project Summary

External Tasks External Milestone Deadline

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 Fri 1/13/06 3:25 PM

Appendix D: Cost

The cost proposal will follow under separate cover.



Michigan English Language Proficiency Assessment
Comprehensive Price Proposal

2005-06 Academic Yr	2006-07 Academic Yr	2007-08 Academic Yr
Proposed Unit Cost	Proposed Unit Cost	Proposed Unit Cost
Estimated Quantity	Estimated Quantity	Estimated Quantity
Lump Sum or Total	Lump Sum or Total	Lump Sum or Total
\$	\$	\$
77,088		
77,088		

Description
Committee Member Meeting Participation (Per Person Per Day)
Standard Setting
SUBTOTAL - Committee Member Meeting Participation

Test Materials (unit = pages)

- ELP Grade K-2 Test Booklet
- ELP Grade 3-5 Test Booklet
- ELP Grade 6-8 Test Booklet
- ELP Grade 9-12 Test Booklet
- ELP Speaking K-2 Test Booklet
- ELP Speaking 3-5 - DFA
- ELP Grade 3-5 - DFA
- ELP Grade 6-8 - DFA
- ELP Grade 9-12 - DFA
- ELP Grade K-2 LP
- ELP Grade 3-5 LP
- ELP Grade 6-8 LP
- ELP Grade 9-12 LP
- ELP Speaking K-2 LP

Quote Provided 12/16/05 for \$141,847
Added in Dec

\$	0.92	4,634	\$	4,263
\$	0.92	3,534	\$	3,251
\$	0.92	3,334	\$	3,067
\$	0.92	2,634	\$	2,423
\$	0.86	4,634	\$	3,945
\$	0.86	3,534	\$	3,039
\$	0.86	3,334	\$	2,867
\$	0.85	2,634	\$	2,265
\$	0.017	224,000	\$	3,808
\$	0.021	169,600	\$	3,562
\$	0.021	160,000	\$	3,360
\$	0.021	126,400	\$	2,654
\$	4.34	1,560	\$	6,770
\$	8.38	950	\$	8,045
\$	8.38	950	\$	7,910
\$	8.38	1,280	\$	10,726
\$	8.38	320	\$	2,662
\$	0.017	10,000	\$	170
\$	0.0640	10,000	\$	640
\$			\$	75,287

SUBTOTAL - Test Manufacturing

140,009**
\$ 215,287.00

Quote Provided 12/16/05 for \$145,265
Added in Dec

\$	0.94	4,634	\$	4,358
\$	0.94	3,534	\$	3,322
\$	0.94	3,334	\$	3,134
\$	0.94	2,634	\$	2,478
\$	0.88	4,634	\$	4,078
\$	0.88	3,534	\$	3,110
\$	0.88	3,334	\$	2,934
\$	0.88	2,634	\$	2,318
\$	0.017	224,000	\$	3,808
\$	0.022	169,600	\$	3,731
\$	0.022	160,000	\$	3,520
\$	0.022	126,400	\$	2,781
\$	4.37	1,560	\$	6,817
\$	8.50	950	\$	8,012
\$	8.50	950	\$	7,903
\$	8.50	1,280	\$	10,995
\$	8.50	320	\$	2,748
\$	0.017	10,000	\$	170
\$	0.066	10,000	\$	660
\$			\$	77,108

Quote Provided 12/16/05 for \$145,265
Added in Dec

\$	0.96	4,634	\$	4,440
\$	0.96	3,534	\$	3,393
\$	0.96	3,334	\$	3,201
\$	0.96	2,634	\$	2,529
\$	0.90	4,634	\$	4,171
\$	0.90	3,534	\$	3,181
\$	0.90	3,334	\$	3,001
\$	0.90	2,634	\$	2,371
\$	0.017	224,000	\$	3,808
\$	0.023	169,600	\$	3,901
\$	0.023	160,000	\$	3,680
\$	0.023	126,400	\$	2,907
\$	4.40	1,560	\$	6,884
\$	8.60	950	\$	8,192
\$	8.60	950	\$	8,098
\$	8.60	1,280	\$	11,264
\$	8.60	320	\$	2,816
\$	0.017	10,000	\$	170
\$	0.066	10,000	\$	660
\$			\$	78,930

**Michigan English Language Proficiency Assessment
Comprehensive Price Proposal**

Description	2005-06 Academic Yr.			2006-07 Academic Yr.			2007-08 Academic Yr.		
	Proposed Unit Cost	Estimated Quantity	Lump Sum or Total	Proposed Unit Cost	Estimated Quantity	Lump Sum or Total	Proposed Unit Cost	Estimated Quantity	Lump Sum or Total
Pre-identification of Answer Documents									
Pre-ID Student Booklets or Answer Folders (Labor)	\$ 0.083	105,322	\$ 6,425	\$ 0.083	105,322	\$ 6,635	\$ 0.065	105,322	\$ 6,846
Student Identification labels (pre-printed)	\$ 0.002	105,322	\$ 251	\$ 0.002	105,322	\$ 211	\$ 0.002	105,322	\$ 211
Student Identification labels (blank)									
SUBTOTAL - Pre-identification of Answer Documents			\$ 6,676			\$ 6,846			\$ 7,057
Distributing Testing Materials									
Serialization	\$ 0.0323	139,849	\$ 4,517	\$ 0.033	139,849	\$ 4,615	\$ 0.034	139,849	\$ 4,755
Sending Spring Grades K-2, 3-5, 6-8, and 9-12	\$ 0.752	84,800	\$ 63,770	\$ 0.771	84,800	\$ 65,351	\$ 0.790	84,800	\$ 66,992
Retrieving Spring Grades K-2, 3-5, 6-8, and 9-12	\$ 0.467	84,800	\$ 39,602	\$ 0.479	84,800	\$ 40,619	\$ 0.491	84,800	\$ 41,637
SUBTOTAL - Distributing Test Materials			\$ 107,889			\$ 110,515			\$ 113,384
Scanning Test Answer Documents (Includes Scoring Multiple Choice Responses)									
Grades K-2, 3-5, 6-8, and 9-12	\$ 0.076	1,189,800	\$ 89,802	\$ 0.077	1,189,800	\$ 91,837	\$ 0.079	1,189,800	\$ 94,215
SUBTOTAL - Scanning Test Answer Documents			\$ 89,802			\$ 91,837			\$ 94,215
Storage of Materials									
Image Scanning For Archiving (ftp images)			783			800			800
Used Answer Documents			783			800			800
SUBTOTAL - Storage of Materials			\$ 1,566			\$ 1,600			\$ 1,600
ELPA Hand Scoring									
Preparation of Training and Qualifying Seals for Scoring			1,631			10,378			10,698
Scoring			230,751			263,821			270,694
SUBTOTAL - ELPA Hand Scoring			\$ 232,382			\$ 274,199			\$ 281,272
Report Printing and Distribution									
Report Printing - Spring Assessment Results			50,691			50,957			53,985
ELPA Assessment results handbook			6,178			6,333			6,491
Report Distribution - Spring Assessment Results			56,869			57,290			60,476
SUBTOTAL - Report Printing and Distribution			\$ 113,738			\$ 114,580			\$ 120,952
Information Systems									
1) Security Administration System			41,233			19,696			20,111
2) Pre-ID Hosting Web Site			25,951			13,071			13,408
3) Imaging/Scanning System			54,178			31,657			31,658
4) Image Storage and Retention			32,239						
5) Image Display Website			100,859			93,145			95,554
6) Scoring System			23,543			13,071			13,408
7) Student score database and inquiry system			35,561						
8) Reporting System (both paper and web-based)			23,543			13,071			13,408
9) Demographic File Hosting Website			35,561						
10) Materials Return Status Website									
11) Materials Return Status Website									
12) Barcode Labeling Website			46,648						
12) VPN Setup and Access			364,381			176,460			174,107
SUBTOTAL - Information Systems			\$ 1,215,403			\$ 880,951			\$ 1,000,682
Other - Please Describe									
Psychometric Time			36,853			171,569			175,869
Program Management			167,414			14,197			14,552
Equating Studies			204,267			165,796			190,441
SUBTOTAL - Other			\$ 572,534			\$ 191,562			\$ 190,441
ESTIMATED CONTRACT TOTAL			\$ 2,125,403			\$ 1,215,403			\$ 1,215,403

Total \$3,337,036.7

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

March 29, 2006

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B5200309
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Harcourt Assessment Inc. 19500 Bulverde Road San Antonio, TX 78259	TELEPHONE (210) 339-5000 Jeffrey Galt
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Dr. Edward Roeber Item Development for State of Michigan's Statewide MEAP K-12 Assessments	
CONTRACT PERIOD: From: May 15, 2005 To: September 30, 2008	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

The attached description of work request, pricing and revised liquidated damages documents to provide test material printing for English Language Proficiency Assessment (ELPA) are hereby incorporated into this Contract. All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per agency and vendor request and DMB/Purchasing Operations' approval.

INCREASE: \$287,112.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$8,605,085.00

**Contract 071B5200309 with Harcourt Assessment, Inc
Change Request Work Statement**

General Description: To provide quality test material printing for the English Language Proficiency Assessment (ELPA)

Justification: The current contract for printing the ELPA test booklets (under contract 071B5200286 with Pearson Educational Measurement) was designed with the anticipation that the booklets were to be in black text on white paper. But due to the operational test items being piloted in color the scope of the booklet designs changed.

Therefore, OEAA is requesting to add the printing of the Spring 2006 and 2007 booklets to contract 071B5200309 with Harcourt Assessment, Inc. for a total estimated amount of **\$287,112**. This is a fixed rate and variable quantity price. The actual cost is depended on actual quantities ordered, produced and timely delivered with an acceptable quality.

Detail: Print four-color test booklets based on the Michigan Department of Education Office of Educational Assessment and Accountability's (OEAA) approved designs for ELPA. There will be four booklets covering four grades spans with four forms of each booklet to allow for embedded field-test items. Plus one Large Print test booklet for each grade span to be used by students with vision impairment. The grade span K-2 will be scannable test booklets and all others will be non-scannable. In total 20 different test booklets will be printed with up to 64 pages each.

Each booklet shall be produced with non-bleed through paper stock and clear easy-to-read text and graphics. Each booklet will be produced with a minimum of 120 dpi resolution. The scannable booklets shall meet Pearson Educational Measurement's requirements for scanning on their equipment using Optical Mark Reader (OMR) and imaging.

The estimated quantities by grade span for Spring 2006 are as follows but the quantity of each booklet and form shall be approved in writing by the contract administrator, or designee, before any printing commences:

Grade	Estimated Quantities
K-2	27,800
3-5	21,200
6-8	17,000
9-12	15,800

Terms and Conditions: All terms and conditions in contract 071B5200309 and attached change notice #3 with Harcourt Assessment, Inc. that are applicable to this change request will apply.

2.703 LIQUIDATED DAMAGES Revised

- A. The State and the Contractor hereby agree to the specific standards set forth in this Contract. It is agreed between the Contractor and the State that the actual damages to the State as a result of Contractor's failure to provide promised services would be difficult or impossible to determine with accuracy. The State and the Contractor therefore agree that liquidated damages as set out herein shall be a reasonable approximation of the damages that shall be suffered by the State as a result thereof. Accordingly, in the event of such damages, at the written direction of the State, the Contractor shall pay the State the indicated amount as liquidated damages, and not as a penalty. Amounts due the State as liquidated damages, if not paid by the Contractor within fifteen (15) days of notification of assessment, may be deducted by the State from any money payable to the Contractor pursuant to this Contract. The State will notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph 15 days prior to the date the State deducts such sums from money payable to the Contractor. No delay by the State in assessing or collecting liquidated damages shall be construed as a waiver of such rights.
- B. The Contractor shall not be liable for liquidated damages when, in the opinion of the State, incidents or delays result directly from causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, fires, floods, epidemics, and labor unrest; but in every case the delays must be beyond the control and without the fault or negligence of the Contractor.
- C. The Contractor will accept responsibility for the successful performance of the following activities, and of the associated liquidated damages provisions for any failure to perform same, excepting (1) any failure to perform which is caused by the error or failure to perform by the State, Department, local districts, or schools, or the State's other contractors, or (2) events beyond the control of the Contractor as found in, but not limited to, Article 2, General Terms and Conditions, Sections 2.603 and 2.703(B). Liquidated damages will be assessed as follows:

As a reminder, the following definitions apply to this contract:

- Pilot testing:* the stand-alone trial of assessment forms on at least 100 students, performed by the development contractor.
- Field testing:* the embedded trial of items on operational assessment forms during regular assessment windows, where the embedded trial items have undergone pilot-testing. Trial items for field testing are provided by the development contractor to the administration contractor for embedding in operational forms.
- Emergency form:* An alternate form of the MEAP assessments at each grade level and content area consisting only of items measuring core GLCEs. The emergency form may remain the same from cycle to cycle as long as security of the emergency form is not compromised. At the outset of this contract, an emergency form will already exist, and will only need to be replaced by the development contractor in the event of a security breach.
- Operational form:* The standard form of the MEAP assessments at each grade level and content area consisting of operational and field-test items to be administered during the strict assessment cycle window(s).

There are three areas in which the performance of the selected development contractor will be most closely monitored. For each of these areas, there is a specific penalty for failure to perform or to perform adequately. These are listed below:

- C.1 **Quantity of items within specified timelines:** OEAA requires that sufficient items be field tested (5 field test MC items and 2 field test CR items per expectation or benchmark) including passages, graphics, and other requirements to ensure that operational items released to the public will be replaced with successfully field tested items. Since pilot testing will eliminate some items from consideration for field-testing, at least 7 MC items or 4 CR items (as appropriate for each expectation or benchmark in the curriculum framework) should pass committee and OEAA reviews prior to pilot testing. Regardless of these guidelines, the development contractor is responsible to assure that sufficient numbers of items survive both pilot and field testing. All meetings for item development must be completed within 20 business days of agreed-upon time frames.

Failure to produce sufficient numbers of items for pilot testing within the timelines will result in a \$500 penalty for each expectation or benchmark with fewer than 7 MC items or fewer than 4 CR items, as appropriate. There will be an additional \$1,000 penalty for each business-day delay in providing the required number of pilot-test items.

OEAA also requires sufficient successfully field-tested items to be developed to maintain one operational form of each test and one emergency form of each test in the item bank at the conclusion of each test cycle.

A \$10,000 penalty shall be assessed for *each calendar day* of delay in the final handoff of camera-ready field-test forms to the administration contractor in each assessment cycle.

- C.2 **Quality of items pilot tested, and quality of items and/or forms submitted to the administration contractor:** All items must meet certain specifications outlined in this contract. OEAA staff has the right and responsibility to review items at any stage in the development process, according to the guidelines set forth in this contract, and to determine whether any item or form is sufficiently well developed to proceed with the next step in the development process.

Upon notice from OEAA that item(s) and/or form(s) are deficient to proceed with the next step in the development process, the contractor's refusal to repair the deficiencies shall result in the item(s) and/or form(s) being considered *not camera-ready* at the date of the transfer of items/forms to the administration contractor. For pilot testing, all penalties for missing pilot-test items shall apply. For operational and field testing, all penalties for failure to deliver camera-ready copies of forms shall apply.

- C.3 **Materials Must be Distributed to School Districts on Time** As indicated in the contract, all necessary pilot-test assessment materials (for ELPA this will also include operational assessment materials) are to be in school districts no later than two weeks prior to the pilot testing window. This date presumes that the OEAA staff has met their portion of the schedule that was not altered due to delays resulting from the contractor. If not, the schedule will be adjusted accordingly, and the revised schedule will be used for determination of whether the development contractor has met this portion of the requirements of the contract.

Failure to meet this requirement: \$10,000 *per business day* for any or all materials missing from any, or all, Michigan school districts.

- C.4 **All Answer Documents Returned for Scoring** It is essential that the ELPA contractor, as well as its shipping contractor(s), understand that they are responsible for the accurate return of every students' answer folders for scoring. This means having a system or systems in place to track the student answer folders from each local district through the shippers' systems to the administration contractor and its log-in process. This is essential so that no answer folders are lost or destroyed. The ideal system would permit local districts to "order" return services, receive shipping materials and instructions, enter the shipments into the shippers' system(s), track the shipments at all points, and be notified when the shipments are received at the administration contractor. From the administration contractor's perspective, the system should be able to indicate that the shipment has been entered into the shippers' system(s), indicate how many boxes are being returned, track their progress through the shippers' system(s), and indicate that all materials have been received (or which materials are missing so that they can be followed up on).

Failure to meet this requirement: \$75 per answer folder lost.

- C.5 **Assessment Results are Accurate** It is essential to the credibility of the OEAA assessments that the results produced are accurate. This means that each level of reporting (individual student, parent, classroom, school, and/or district) must be accurate. This RFP has a number of steps for quality control in it, so it should be possible for the administration contractor to produce accurate data. However, liquidated damages shall apply to any or all reports within any one school district.

Failure to meet this requirement: \$10,000 per district in which a reporting error has occurred. This is the total assessable for any and all errors in a district for all of the assessments at any grade or subject area.

C.6 **Scanning, scoring, and reporting systems** For the ELPA assessment the contractor shall have their scanning, scoring, and reporting systems used for the assessment verified with a test deck by April 1 of each year. For the first year of the contract this will be a mutually agreed to date.

Failure to provide a fully functional scanning, scoring, and reporting production system including all reports by that date will result in liquidated damages of \$10,000 per day, including weekends and holidays, until the systems are approved to the satisfaction of the Contract Administrator for OEAA or his or her designee.

C.7 **Assessment Results Returned on Time** It is essential to the credibility of the OEAA assessments that the results be returned on time.

Failure to meet this requirement: Starting on the 29th day (June 8, 2006 for the first year) after answer documents have been logged at Contractor, a liquidated damage of \$0.04 per business day, per answer document (answer folder) will be assessed. "Logged" is defined as the time when the barcode on the inbound shipping label on each box is scanned via hand held scanner at Contractor's receiving dock. Answer documents will be logged within 24 hours of receipt. To avoid the assessment of liquidated damages, the individual student results and the classroom summaries need to be posted online on a website available to local school districts, by the 29th day (June 8, 2006 for the first year).

If a document(s) is placed on hold, the hold time does not count toward the 28 days. Time elapsed before the document is officially placed on hold and time after the hold is released does count toward the 28 days.

There is no cap on the assessment of this liquidated damage. There is no student level or overall limit on the total of the liquidated damage to be assessed.

Description

Test Mfg (unit = pages)

ELP Grade K-2
 ELP Grade 3-5
 ELP Grade 6-8
 ELP Grade 9-12
 ELP Speaking K-2
 ELP Grade K-2 - DFA
 ELP Grade 3-5 - DFA
 ELP Grade 6-8 - DFA
 ELP Grade 9-12 - DFA

ELP Grade K-2 LP
 ELP Grade 3-5 LP
 ELP Grade 6-8 LP
 ELP Grade 9-12 LP
 ELP Speaking K-2 LP

2005-06 Academic Yr		
Proposed Unit Cost	Estimated Quantity	Lump Sum or Total*
\$ 0.0415	722,800	\$ 29,996
\$ 0.0415	508,800	\$ 21,115
\$ 0.0415	480,000	\$ 19,920
\$ 0.0415	379,200	\$ 15,737
\$ 0.0415	278,000	\$ 11,537
\$ 0.0415	260,000	\$ 10,790
\$ 0.0415	260,000	\$ 10,790
\$ 0.0415	260,000	\$ 10,790
\$ 0.0415	260,000	\$ 10,790
\$ 0.0415	2,210	\$ 92
\$ 0.0415	2,040	\$ 85
\$ 0.0415	2,040	\$ 85
\$ 0.0415	2,040	\$ 85
\$ 0.0415	850	\$ 35

2006-07 Academic Yr		
Proposed Unit Cost	Estimated Quantity	Lump Sum or Total*
\$ 0.0425	722,800	\$ 30,719
\$ 0.0425	508,800	\$ 21,624
\$ 0.0425	480,000	\$ 20,400
\$ 0.0425	379,200	\$ 16,116
\$ 0.0425	278,000	\$ 11,815
\$ 0.0425	260,000	\$ 11,050
\$ 0.0425	260,000	\$ 11,050
\$ 0.0425	260,000	\$ 11,050
\$ 0.0425	260,000	\$ 11,050
\$ 0.0425	2,210	\$ 94
\$ 0.0425	2,040	\$ 87
\$ 0.0425	2,040	\$ 87
\$ 0.0425	2,040	\$ 87
\$ 0.0425	850	\$ 36

ESTIMATED CONTRACT TOTAL
\$ 60,715
\$ 42,739
\$ 40,320
\$ 31,853
\$ 23,352
\$ 21,840
\$ 21,840
\$ 21,840
\$ 21,840
\$ 186
\$ 172
\$ 172
\$ 172
\$ 71

SUBTOTAL - Test Mfg.

\$ 141,847

\$ 145,265

\$ 287,112

*All Totals rounded to nearest dollar

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

October 3, 2005

CHANGE NOTICE NO. 1
 TO
 CONTRACT NO. 071B5200309
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Harcourt Assessment Inc. 19500 Bulverde Road San Antonio, TX 78259	TELEPHONE (210) 339-5000 Jeffrey Galt
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Dr. Edward Roeber Item Development for State of Michigan's Statewide MEAP K-12 Assessments	
CONTRACT PERIOD: From: May 15, 2005 To: September 30, 2008	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

This contract is hereby revised to include the following, additional funds \$605,545.00 for work outlined below.

Augment the development of an English Language proficiency assessment (ELPA) that matches the content of the State adopted English language proficiency standards that have been approved for use with English language learners. The alignment of the ELPA is required by the U. S. Department of Education.

This development will allow the release of 25% of the test items each year and provide sufficient items to report student progress from one test level to another as required by NCLB.

All other terms and conditions to remain the same (Please see DMB file for full vendor quote).

INCREASE: \$605,545.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$8,317,973.00

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

June 22, 2005

**NOTICE
 TO
 CONTRACT NO. 071B5200309
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Harcourt Assessment Inc. 19500 Bulverde Road San Antonio, TX 78259	TELEPHONE (210) 339-5000 Jeffrey Galt
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Dr. Edward Roeber Item Development for State of Michigan's Statewide MEAP K-12 Assessments	
CONTRACT PERIOD: From: May 15, 2005 To: September 30, 2008	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

The terms and conditions of this Contract are those of ITB #071I5200066, this Contract Agreement and the vendor's quote dated 12/16/2004. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: **\$7,712,428.00**

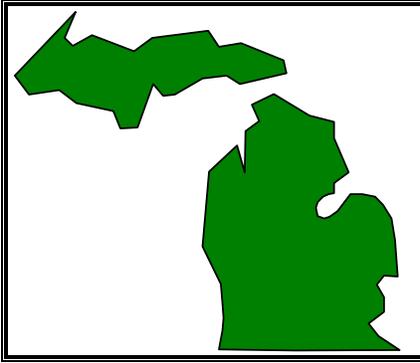
**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

**CONTRACT NO. 071B5200309
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Harcourt Assessment Inc. 19500 Bulverde Road San Antonio, TX 78259	TELEPHONE (210) 339-5000 Jeffrey Galt VENDOR NUMBER/MAIL CODE BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Dr. Edward Roeber Item Development for State of Michigan's Statewide MEAP K-12 Assessments	
CONTRACT PERIOD: From: May 15, 2005 To: September 30, 2008	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #07115200066, this Contract Agreement and the vendor's quote dated 12/16/2004. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence. Estimated Contract Value: \$7,712,428.00	

All terms and conditions of the invitation to bid are made a part hereof.

<p>FOR THE VENDOR:</p> <p style="text-align: center;">Harcourt Assessment Inc. _____ Firm Name</p> <p style="text-align: center;">_____ Authorized Agent Signature</p> <p style="text-align: center;">_____ Authorized Agent (Print or Type)</p> <p style="text-align: center;">_____ Date</p>	<p>FOR THE STATE:</p> <p style="text-align: center;">_____ Signature Sean L. Carlson _____ Name Director, Acquisition Services _____ Title</p> <p style="text-align: center;">_____ Date</p>
---	---



**STATE OF MICHIGAN
Department of Management and Budget
Acquisition Services**

Contract No. 071B5200309
Item Development for State of Michigan's Statewide MEAP K-12 Assessments
Buyer Name: Doug Collier
Telephone Number: (517) 335-4804
E-Mail Address: Collierd1@michigan.gov

Contract Period: May 15, 2005 through September 30, 2008



MEAP Item Development

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APPENDICES

Appendix A: Assessment Designs



Article 1 – Statement of Work (SOW)

1.0 Project Identification

1.001 PROJECT REQUEST

This Contract is to develop assessment items in the subjects of English Language Arts (Reading and Writing), Mathematics, Science, and Social Studies to be included in the State of Michigan's (State) K-12 statewide assessments for the Michigan Educational Assessment Program (MEAP). The vendor selected to perform under this contract (the Development contractor) will create sufficient quantities of items in each content area and grade covered by this contract to assess students in the various standards and benchmarks of each related subject area, at the various grades indicated in section 1.002, in the Michigan Curriculum Framework and to meet the federal requirements of Title VI of the No Child Left Behind Act of 2001 (NCLB).

Establish a manageable and effective contract: Vendor must show through representation and references that it abides by contract provisions, is responsive to customer concerns and has a history of accomplishing customer business objectives to the customer's satisfaction. It is expected that the vendor will participate in formally tracking project issues and system discrepancy reports through resolution, and that a deliverable will not be considered complete until all related issues are mutually resolved or deliberately deferred.

- **Engage a quality service provider:** Vendor must show through representation and references that it understands and uses a comprehensive development methodology, that it has and maintains current competency levels for methodologies and development tools, and that the performance and stability of products delivered by the vendor have met customer acceptance and operating requirements.
- **Engage qualified vendor resources:** All vendor staff proposed to work under this contract must have a minimum of three years experience similar to the work role assigned for this contract. The qualifying work experience should also be similar to the scope and technical requirements contained in this contract.
- **Maintain a business partner relationship:** The awarded vendor must provide assurances that it is a stable service provider that can be relied upon to provide services for the duration of the relationship. The vendor must demonstrate that it maintains an interest in the business success of the client beyond the strict boundaries of the project, the system and current change orders. The vendor must participate in supporting feedback methods that permit project staff, project stakeholders and interested parties involved in the project to have convenient access to project documentation, including status reports, issue logs, project plans and work-in-progress summaries. These internal methods and practices are to be negotiated during Project Initiation.
- **Continuously evaluate service quality and customer satisfaction:** Vendor must show that it is a willing collaborator in continuously tracking and evaluating performance and quality and taking corrective actions indicated.

1.002 BACKGROUND

The Michigan Educational Assessment Program (MEAP) is a statewide assessment program initiated by the State Board of Education in 1969, subsequently mandated by the Michigan legislature in 1970 and supported by the Governor. The program's purpose is to provide information on the status and progress of Michigan education in specified content areas to the Michigan students, parents, teachers, and other Michigan citizens, so that individual students are helped to achieve the skills that they have missed and educators can use the results to review and make improvements to the school's instructional program across grade levels. The MEAP is administered by the Office of Educational Assessment and Accountability (OEAA). OEAA conducts assessments of students at the elementary, middle, and high school levels.

In addition, under Section 1279 of the Revised School Code (Act 451 of 1976), Michigan students must be given the opportunity to earn State endorsements on high school transcripts in the subject areas of English language arts (reading and writing), mathematics, science, and social studies.



The Michigan Merit Award Scholarship program was established by the legislature in June 1999 (Act 94 of 1999). The goal of the program is to increase access to post-secondary education and reward Michigan high school graduates who have demonstrated academic achievement. This achievement is based primarily on participation in and performance on the MEAP assessments in mathematics, ELA (reading and writing) and science. High school seniors who fulfill all eligibility requirements are eligible for a \$2,500 Michigan Merit Award Scholarship. An additional scholarship of up to \$500 is available to students in the class of 2005 and beyond who meet eligibility requirements related to the middle school MEAP assessments.

The State of Michigan has adopted accreditation and school accountability requirements (EducationYES!) that use results from the MEAP assessment as the key measure of student learning and school success. When combined with other important information, the state provides report cards to districts and schools. These are reported to the public and used in a variety of ways to make schools accountable, help schools improve, and help parents make good decisions about their children's education.

The Federal No Child Left Behind act (NCLB) has been embraced by the State of Michigan and the state is addressing the implications in this law using the MEAP assessments as the principle measures of student learning. Michigan will implement assessments at all grades and subjects required by this law and report results to schools and the public consistent with the requirements of this law. Michigan schools then face the sanctions required by NCLB as detailed for the state.

The reliability, validity and quality of the MEAP assessments must meet the highest standards of assessment and measurement to provide parents with important information about student performance, provide educators with information to guide instruction and curriculum, and provide the state with the information needed for MERIT awards and for state and national accreditation.

OEAA is responsible for all state student assessment programs, including MEAP, and the EducationYES! and NCLB reporting. Exacting timelines allow for no deviations from procedures or delays in meeting timelines for either the item development or assessment administration activities.

During the 2003-2004 school year, the Michigan legislature began considering a five-bill package that would replace the MEAP High School Assessment (HSA) with a college entrance assessment and/or a college entrance readiness assessment. Therefore, while the high school-level assessment is included in this contract, it may not be implemented in the manner described here and/or it may be phased out in the future. Should changes occur in this program after the award of a contract, such changes will be negotiated with the bidder awarded this contract (the development contractor) for the program.

There are two task forces underway called by the state superintendent to address some issues with curriculum and assessment of social studies and science. Therefore, the underlying framework for developing the social studies and science assessments may change within the first two years of this contract. Should changes occur in this program after the award of a contract, such changes will be negotiated with the development contractor. But due to these and other possible changes it is imperative that the development contractor work closely with the contract administrator for OEAA (the Contract Administrator) before and during each phase of item development.

In 2005-2006 and subsequent years, the MEAP will include the administration of:

- ELA (Reading and Writing) and Mathematics assessments in grades 3 through 8 and high school (grade 10-12).
- Science assessments at grades 5, 8, and high school (grades 10-12).
- Social Studies assessments at grades 6, 9, and high school (grades 10-12).

This contract covers the development of items for the MEAP assessments for three school years: 2006-2007; 2007-2008; and 2008-2009. The contract begins January 2005. The State reserves the right to negotiate two added years to the contract. A separate contract will be used to select the assessment administration and reporting contractor (the administration contractor) for the MEAP covering the same time period.



There are three assessment windows each academic year. The state has recently approved moving the elementary and middle school assessment from a winter administration (January 26 to February 13, 2006) to fall (October 3 to October 21, 2005) as shown in the following table.

	English Language Arts	Mathematics	Science	Social Studies
Elementary and Middle School First 3 weeks of October starting in 2005	Grades 3, 4, 5, 6, 7 and 8	Grades 3, 4, 5, 6, 7 and 8	Grade 5 covering elementary school content Grade 8 covering Middle school content	Grade 6 covering elementary school content Grade 9 covering middle school content**
High School Reassessment Last week of October and first week of November	Grades 10 to 12	Grades 10 to 12	Grades 10 to 12	Grades 10 to 12
High School Assessment Last week of April and first 2 weeks of May*	Grades 10 to 12	Grades 10 to 12	Grades 10 to 12	Grades 10 to 12

*The state legislature may also move the three-week spring assessment that currently starts in the last week of April to March to ensure that Michigan can meet the NCLB reporting requirements.

**The ninth grade social studies assessment may be administered during the first 3 weeks of October if ninth grade is in the district's junior high or at the same time as the high school fall assessment if the district's ninth grade is in the high school.

With the current program, all public school districts are required to assess each student on four subjects (ELA, mathematics, science, and social studies) once in high school. The high school assessment is targeted to eleventh graders. However, Grade 10 dual enrollees, Grade 12, home schooled, alternative education and adult education students may also take the assessment during a High School Assessment (HSA) administration window. Students who have previously taken the HSA are also given the option to retest in each assessment cycle prior to their date of graduation in order to qualify for an endorsement, to become eligible for a Michigan Merit Award, or to receive a higher scaled score. Due to the high-stakes nature of this program, an extremely high degree of accuracy and attention to detail are required. Numerous activities must be carefully coordinated with OEAA, the development contractor, development sub-contractor(s), and the assessment administration contractor to be completed on an exacting and dependable time schedule.

There are 57 intermediate school districts in Michigan containing 554 public school districts, approximately 4,500 school buildings, and approximately 125,000 students per grade. The state's approximately 2,200 home school students must be given an opportunity to test at their local public school district. Public school academies (charter schools) are also required to administer the MEAP assessments. There are currently 190 public school academies in the state. The MEAP assessments are administered to all eligible students, including those with exceptional needs and English language learners.

The MEAP assessments are now provided on an optional basis to nonpublic schools, including approximately 1,100 buildings, 15,500 4th-grade students, 14,500 5th-grade students, 13,500 7th-grade students, 13,000 8th-grade students, and 10,000 11th-grade students. Under the Michigan Merit Award Act (Act 94 of 1999), the State must provide assessment opportunities for middle and high school students who attend nonpublic schools that do not administer the MEAP assessments.



Dual enrollees are students who test early so they can attend college while still enrolled in high school. Eleventh- and twelfth- grade students may test or retest in fall or spring, though spring is the primary assessment time. Data from each assessment administration must be available to the State for the purposes of tracking and linking individual student assessment scores across time and for reporting Michigan Merit Award eligibility.

Grade-level content expectations (GLCEs), based on the Michigan Curriculum Framework's benchmarks, have been developed for ELA (reading/language arts) and mathematics to identify the topics and skills to be assessed and are the basis for the assessments to be used at Grades 3-8. These guides will form the basis for the development of pilot items for new assessments and expanded versions of current assessments. Statewide piloting and field-testing is anticipated for the 2004-2005 school year, with statewide implementation to occur during the following year. The 2004-2005 pilot testing is not covered by this contract, as the current development contractor is developing sufficient items to cover the 2005-2006 academic year.

1.1 Scope of Work and Deliverables

1.101 IN SCOPE

The following relates to all assessments related to this contract with detail to these tasks included in section 1.104:

- Creation of a coordinated schedule for item development and assessment development, creating all tasks, subtasks, and activities to be conducted;
- Inventory of existing assessment items and the selection and acquisition of an item banking system that can be used by the development contractor, the Item Development Team (IDT) and the OEAA office. The Contractor will propose and the Contract Administrator shall approve the item banking system design;
- Develop and utilize an accurate and secure method for transferring all data (including but not limited to items, statistics, committee decisions, and prompts) needed for items to be included in the field tests and operational assessments to, and from, the administration contractor.
- Committee reviews of passages for use in assessment for content, bias and sensitivity; and selection of passages approved for use;
- Item writing by Michigan teachers consistent with the state curriculum standards, benchmarks and expectations and the APA/AERA/NCME standards for educational and psychological testing (1999);
- Informal item tryouts initially by item writers with small numbers of students;
- Committee reviews for content, bias and sensitivity; analysis of item performance data; and selection of items to be entered into the item pool for pilot-testing;
- Produce and conduct systematic stand alone pilot assessments with groups of approximately 100 students;
- Committee reviews for content, bias and sensitivity; analysis of item performance data; and selection of items to be entered into the item pool for field testing by the assessment administration contractor;
- Development, editing and publishing subtests for embedded field-testing in operational assessments. This task includes successful transfer of subtests to the assessment administration contractor who will conduct the final field tests. The Development Contractor will work with Assessment Administration Contractor and OEAA to design the assessment materials.
- Harcourt will cooperate with the Administration contractor and the OEAA in preparing items and high quality electronic files for hand-off.



1.102 OUT OF SCOPE

The following is considered outside the scope of this contract:

- Large-scale field testing, analyses, and committee reviews for developed items. This contract covers the conducting of the Bias/Sensitivity (BSC) and Content Advisory (CAC) committees up to the point where the items are ready for large-scale field testing.
- Production of assessment materials for the large-scale field-test or operational assessments.
- Administration of the large-scale field-test and/or operational assessments.
- Pre-identify student answer documents for each assessment.
- Conducting standard setting services for field-tested items and specific operational items.
- Items developed related to each GLCE to be included in large-scale field-testing that are beyond the quantities approved for such GLCEs by the Contract Administrator.
- Selection of items to be included in the operational portion of the assessments.

1.103 TECHNICAL ENVIRONMENT

This section addresses the information technology environment requirements of this contract.

Electronic documentation shall be provided by the administration contractor using the Microsoft Office suite (XP version) unless otherwise agreed to by the Contract Administrator.

The administration contractor must identify their proposed technology environment in response to this contract which must be compatible with the State's technology environment. Please include strategy for:

- Hardware architecture
- Storage architecture (including database and file storage)
- Software architecture
- Graphics solutions
- Security architecture (see part 3.0 of section 1.104)
- Audit tracking for database management system and all file handling
- Backup and Recovery solution and processes (including redundant storage, retention schedules, recovery processes and timeframes)
- Disaster recovery solution (including any off-site storage solution and locations for disaster recovery and retention schedules)
- Growth capacity.
- Include uptime availability for technical hosting environments that will be implemented with this contract.

Note that these strategies must be implemented upon award of the contract.

Include all software titles and versions that will be used to deliver the contractual services. Also include what each software title will be used for along with file formats.

This section addresses the information technology environment requirements of this contract.

The contractor shall provide a toll-free telephone number for State staff, the assessment administration contractor, committee and team members, school districts' staff, and other stakeholders to use to communicate with the contractor and their staff.

Harcourt Description 1

Harcourt's state-of-the-art technology environment is perfectly poised to partner with the State of Michigan in hosting the Michigan assessment applications. Please see **Table 1** for specific details of Harcourt's complete technical environment.

Electronic Documentation

Beginning in the preliminary planning stages of the Michigan assessment administrations, Harcourt will use the Microsoft Office Suite software to carefully document OEAA's processing requirements which include the scoring rules and report formats. Harcourt routinely provides these documentation files to clients for their approval before incorporating the requirements into the program's processing procedures.



Proposed Technical Environment

Harcourt has proudly maintained its position as an industry leader for over 80 years by continually seeking out, developing, implementing and perfecting new means of assisting our clients with their assessment needs. To that end Harcourt incorporates the latest technological advancements to enhance our existing systems. In order to provide the State of Michigan with a complete assessment program, Harcourt will use the following technology environment:

- **Hardware architecture**—Our web hosting site is located near Dayton, Ohio, with a production site which includes disk mirroring, server failover, and load balancing to maximize availability. Our online assessment staging site is a fully redundant mirror of the production environment and in addition to staging, serves as a basic disaster recovery environment
- **Storage architecture**—Harcourt implements RAID (Redundant Array of Independent Disks) storage systems with standby hot spares to protect against data loss in the event of a primary disk drive failure. Our Fiber Channel RAID Storage Server uses dual controllers that can be simultaneously active to provide seamless failover capability in case of a component failure
- **Software architecture**—
- **Test Development Technologies (TDT)**—TDT is a unique system of applications which provide a secure, distributed web-based process for the following types of
- **tasks:**
 - making assignments to trained item writers
 - writing, reviewing and editing items
 - test construction
 - item banking
 - online review of content and data
 - online standards-setting
 - online bias review
- **Psychometric Technologies**—Harcourt has teamed a highly skilled software development support group together with our Psychometric staff to provide Item Response Theory (IRT), Statistical equating methods, Differential Item Function (DIF) methods, and other measurement services. This combination of IT and Psychometric resources has enabled the implementation of a redundant analysis support approach that produces error free results. Psychometric results are available to our clients in a standard format, or customized to meet a specific delivery need.
- **Scoring Center Management System (SCMS)**—Recently deployed, Harcourt’s unique SCMS is a web-based tracking and management system used to coordinate all document processing which includes the Workflow Tracking, Editing, and Transactional Processing stages of our Scoring Center. This system is integrated with other Harcourt systems to provide a single, integrated end-to-end processing solution.
- **Harcourt Unison**—Harcourt Unison is our comprehensive and highly secure online assessment platform. Its capabilities include management of district/school and student information, assignment and administration of tests online or on paper, scoring, reporting, and professional development. The modular design enables rapid configuration and customization to meet varying low and high-stakes assessment needs. Through our zero-deployment solution design, personal computers with Internet access are ready to use Harcourt Unison without software downloads or installations. Harcourt is pleased to offer this for future consideration should Michigan decide to incorporate online testing into its assessment solution.

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- **Security architecture—**
 - Physical Facility Security Systems—**Each entry point controls access using photo-ID badges, key locks, and security card reader systems. Additionally, video cameras monitor and record all traffic entering and exiting the facilities. Critical system area doors employ built-in alarm systems monitored by security teams that are on duty 24 hours a day, 7 days a week
 - Intrusion Detection—**In order to protect the integrity of the assessment platform, a series of monitoring components have been deployed with coordinated responses to threats. Our security technology intercepts security related events from across the platform which can then be correlated, filtered, summarized, and used to deploy automatic countermeasures while alerting the network operations center of potential problems
 - Continuous Verification of System Integrity—**Using the vulnerability knowledge maintained by our Enterprise Security Council, Harcourt routinely deploys tools which run against our online systems to verify the system's security integrity. The vulnerability tests that are executed attempt to penetrate the system by simulating hacker attacks, and then provide Harcourt with comprehensive compliance reporting against security, confidentiality and data protection legislation from around the world
 - Authentication and Digital Certificates—**The Harcourt solution for Michigan's online assessment security will be a secured network topology that is protected through firewalls and countermeasures. For ease of use and compatibility with current technology, Harcourt supports User ID and Password authentication via Single-Sign-On technology, coupled with digital certificates and the encryption of all session data. Once users have authenticated themselves onto the assessment platform, access controls are checked before allowing the user to perform any work. If explicit access controls are not granted through entitlements, the system will block the operation
- **Audit tracking—Harcourt's online assessment platform provides centralized audit trails of access requests within the Database Management System (DBMS) for users of the online assessment system, and system-level audit trails of administrative tasks that are executed to meet system maintenance obligations. These are maintained to support independent audits of security practices and procedures across our organization**
- **Backup and Recovery—Harcourt's backup strategy leverages Disk-to-Disk and tape backup to prevent the accidental loss of data due to hardware or software failure, as well as from accidental file deletion. Overall, our hosting center integrates automated backup, restoration, archive management, storage management, and disaster recovery functions. This standard extends across all of the servers and applications comprising our online assessment environment.**
- **Disaster recovery solution—Harcourt's web hosting center facilities are designed to be extremely resilient in the event of a severe outage or major disaster. With an emphasis on redundancy and fault tolerance, the center has created an environment that is capable of sustaining the worst kind of disaster. Our hosting facility offers:**
 - Stringent physical security systems
 - Survivability features including double walled construction to protect against storms, in-house halon and water suppression technologies, dual power supplies
 - Hot-swappable disk drives, disk mirroring, and duplexing using advanced disk technology
 - Nightly back-ups that occur in the background without disruption to the server hardware, applications, connectivity or monitoring capability
 - Connectivity via multiple carriers with multiple physical paths for Internet connectivity



- Growth capacity—**

Internet connectivity—For Internet connectivity, Harcourt is leveraging a solution incorporating multiple carriers with multiple physical paths to all web servers in order to provide high availability of services. Our hosting center has had significant experience meeting requirements for unpredictable, bursting network traffic patterns with little to no advanced notice.

Web, portal and application server tiers—Harcourt’s infrastructure is capable of scaling horizontally and vertically, when required, to increase reliability, availability and performance. Our implementation leverages a service-oriented architecture with industry leading products that will allow us to deploy new infrastructure, as well as applications, quickly and seamlessly across these tiers without impacting users

Database tier—At present our assessment platform has fifteen terabytes of storage online, and we are capable of extending this to thirty terabytes through the addition of physical infrastructure.
- Uptime availability—Harcourt’s availability target for our online assessment platform is 99.8%, meaning that in a given year, less than one day of total downtime is acceptable during defined business availability hours. Availability is defined as the percentage of time that our assessment service is operational and accessible during service hours. Scheduled/planned network downtime will not be counted against the network availability objectives/goals.**

Table 1. Software Titles and Versions

Software Title	Version (s)	Purpose	File Formats
FileMaker Pro	7	Item banking software used to store content and statistical data by administration	Import - .xml, .xls, .csv, .tab, .txt Export - .xml, .xls, .csv, .mer, .tab, .txt, .html
Filemaker Advanced Server	7	Server software to house the item bank application	.fp7
Microsoft Office Suite – includes: <ul style="list-style-type: none"> • Word • Excel • PowerPoint • Access • project 	2002	Document Scoring and Reporting Requirements specifications.	.doc .xls .ppt .mdb

Filemaker and FileMaker Pro are the only commercial software programs Harcourt directly employs in assessment development and processing. Harcourt uses the Microsoft Office Suite software to detail the requirements specifications which facilitate the scoring and reporting processes. An overview of Harcourt’s software architecture is described above.

Toll-free Number for State Staff

Harcourt encourages communication and feedback between our MEAP Management Team and the OEAA, therefore we will provide a toll-free telephone number for the State staff, the Administration contractor, committee and team members, school districts’ staff, and other stakeholders through our Customer Support Center in the Contract Testing Programs Department. The customer support center is staffed with efficient, effective, and knowledgeable support personnel to interact, via telephone and e-mail, with the OEAA school and district personnel should any questions or issues arise. The Customer Support Center is available to receive phone calls on weekdays during normal business hours, however, as an option, additional and/or alternative hours can be negotiated as desired.



The customer support center is supervised by Mr. Ric Jimenez, who has extensive experience in call center operations and customer service. Under Mr. Jimenez leadership, all personnel will be supervised, trained, and monitored on a daily basis. Mr. Jimenez ensures that all Customer Support Center staff have expert knowledge regarding the details of the OEAA program and are capable of answering a wide range of customer inquiries, including questions on ordering, receiving, and shipping test materials; using the web-based pre-id service; using the electronic scoring template; and downloading administrative and interpretative materials.

In addition, the MEAP Management Team will work closely with the customer support center's staff to quickly resolve any questions or issues that is unique to particular districts.

Procedures to Log, Document, and Summarize Comments

Each call that is answered by the Customer Service Center will be logged and documented within an internal Customer Relationship Management system (CRM). The CRM system is a real-time database platform that will assist Customer Support Center staff in documenting and updating customer call records. The CRM system will store historical call records, allow for reporting by call type, and a Customer Support Center staff member will be associated with each call record. This system will also store contact and mailing information, categorize call types, and track follow-up calls if needed.

Development of Scripts and Referral Guides

Mr. Ric Jimenez will be responsible for developing the scripts and referral guides for the call representatives in the Customer Support Center. Mr. Jimenez will research program activities and possible questions about the activities in order to develop accurate and thorough scripts. The referral guides will be developed referencing the administration and interpretation manuals. The scripts and guides will be available for OEAA to review and approve before used by the Customer Support Center representatives. Examples of scripts and referral guides are attached.

Quarterly Audit Reports

Mr. Ric Jimenez will prepare quarterly audit reports for the Customer Support Center that will be included in the quarterly audits sent to OEAA. These reports will summarize the Customer Support Center activities, including a section that summarizes and analyzes the questions and issues raised by callers. The reports will detail Customer Support Center performance provided using accepted industry metrics (e.g., percentage of calls that hang-up before being answered). An analysis of the call and email types will also be available for OEAA to review. The following report is a sample of the Customer Support Center's weekly performance update. This report provides a program specific dashboard of the Customer Support Center's performance within the Customer Support Center. Customer Support Center metrics presented in the report include the following:

- Inbound Calls—**total number of calls received for a given period of time**
- Percent Accessibility—**the percent of inbound calls that were answered for a given period of time**
- ASA (Average Speed of Answer)—**The average amount of time in seconds that it takes to answer calls for a given time period**
- AHT (Average Handle Time)—**The average amount of time in seconds that it takes to handle a call from beginning to end of call**

The metrics captured provide visibility into several key areas impacting quality of service provided to our customers, and help to answer the following questions How many customers needed customer support, how many received assistance, how long did it take to answer their call, and how long did it take to provide customer support.

1.104 WORK AND DELIVERABLES

The following is a preliminary analysis of the major tasks involved for developing the end product of this project. The development contractor is not, however, constrained from supplementing this listing with additional steps, subtasks or elements deemed necessary to permit the development of alternative approaches or the application of proprietary analytical techniques.

Section 1.101 outlines the tasks to be implemented under this contract for statewide item and assessment development of the MEAP. The development contractor must address these primary tasks as well as all supporting tasks. The primary tasks, with the assumption that quality processes exist throughout, include:



1.0 – Schedule

The development contractor must provide a comprehensive, highly detailed schedule for project deliverables and activities. This should be made available in paper form for the proposal, and available electronically (using MS Project software or other comparable planning software) to the OEAA upon award of the contract and after each modification of it throughout the course of this contract. This comprehensive schedule should include all key item and assessment development activities. The development plans will need to be coordinated with the assessment administration plans carefully since the assessment administration procedures and schedule will determine the timing of delivery and specifications of field test items.

In order to monitor project activities, the Office of Educational Assessment & Accountability (OEAA) will require monthly written progress reports, plus weekly update telephone meetings and monthly face-to-face meetings with the development contractor's staff. Additionally, the development contractor will report to the Contract Administrator of the OEAA and at times will meet with other groups regarding this project. The development contractor must address all the subtasks and activities as specified in section 1.101 and as outlined below:

Harcourt Description 2

With our project management experience, Harcourt is familiar with tracking the details of an item development program such as the MEAP. We are accustomed to providing state departments with management reports, meetings, and tools designed to successfully communicate and document the status of our current programs. In order to manage the MEAP item development program efficiently, the MEAP Management Team will regularly report to the OEAA Contract Administrator using a project schedule, monthly progress reports, weekly management meetings with weekly action item reports, and a yearly test administration summary. The final design, format, content, and distribution of these reports and meetings will be determined in consultation with the OEAA.

- a. Narrative Timeline - The development contractor must include a detailed narrative timeline or schedule that outlines both by task/subtask and chronologically for the entire contract period, each activity to be performed under this contract. The chronological schedule must include proposed task initiation and completion dates and levels of effort (i.e., hours) by task for proposed personnel including all development sub-contractors. The schedule should show which organization is responsible for the task. The schedule will also serve as a monitoring document to assure timely completion of tasks as scheduled.

Since the schedule may need revision and updating during the term of the contract, the development contractor must follow the change control process (reference section 1.403) with the Contract Administrator when changes are anticipated by providing an updated version in writing. Two (2) copies of any updated schedule must be submitted thirty (30) days in advance for approval. The contract administrator with the OEAA shall respond in writing to each updated schedule within ten (10) working days of receipt. Timeline revision may require a contract amendment.

Harcourt Description 3

For the MEAP item development program, Harcourt has a detailed master schedule that outlines both tasks and subtasks chronologically for the entire contract period. The schedule identifies all of the activities involved in the development of items for each MEAP administration and identifies all of the activities involved in the preparation of field test forms. The schedule clearly identifies each deliverable and service accompanied by a due date.

Harcourt has implemented a company-wide initiative called FLEX (FLawless EXecution) to ensure all client and departmental deliverables are met within budget, on time, and as specified in the contracts. This requires unparalleled communication of project/program scope (tasks), requirements, and an ability to accurately track progress toward the completion of the project/program.

Through FLEX, the MEAP Management Team will be responsible for maintaining the two schedules and ensure management of:

- **Correctly identifying and communicating the tasks and deliverables of a program**
- **Track and communicate progress on a program**
- **Evaluate the status and availability of resources on a program**
- **Identify program managers, resource managers, team members, and executives**



Harcourt recommends that we conduct a schedule review meeting upon award of the contract in order to review each date and for Harcourt and OEAA to mutually agree upon each date for each deliverable. The schedule is a working document and therefore, while adhering to the change control process with the Contract Administrator, Harcourt will revise and update the schedule as needed throughout the term of the contract. Two copies of any updated schedule will be submitted within thirty days in advance for approval. Harcourt will work with the Administration contractor who will respond in writing to each updated schedule within ten working days of receipt. Harcourt will initiate a contract amendment if timeline revisions require such.

Progress Reports -- The development contractor will produce monthly progress reports with relevant tasks and activities from the schedule included and progress noted for each. The reports will also indicate unanticipated outcomes or problems and a schedule of deliverables for the subsequent six weeks. The development contractor will email the written report to the Contract Administrator, OEAA by noon (EST) of the first Tuesday of each month covering the previous month's activities.

Harcourt Description 4

The MEAP Management Team will produce monthly progress reports that track relevant tasks and activities from the schedule. The monthly status report will update the status of major tasks in process for recent and upcoming work and identify progress on important project issues. This report will be emailed to the OEAA on the first Tuesday of each month by noon (EST) for the previous month's activities. The report will also indicate unanticipated outcomes or problems and a schedule of deliverables for the subsequent six weeks. The MEAP Management Team has risk management training to minimize any issues that may arise.

- c. Management Meetings -- The successful operation of the project will require weekly telephone conference call meetings between the development contractor and the OEAA staff, or as requested by the Contract Administrator. These conference calls will provide an opportunity to review and discuss task implementation and status. Monthly in-person meetings will also alternate between the development contractor's office and the OEAA's location. Vendor site location will be to review operations. Development sub-contractor(s) will meet jointly with the development contractor and Contract Administrator for the OEAA staff as appropriate to the tasks to be discussed. The development contractor and any development sub-contractor(s) will be responsible for the cost of sending its staff to meetings and other project-related meetings in Lansing. Each bidder should also budget for three OEAA staff to attend six two-day monthly meetings per year at the development contractor's site.

A similar schedule of face-to-face meetings is required to coordinate vendor services with the assessment administration contractor. At least 3 of these meetings will be scheduled to overlap so that both the development contractor and development sub-contractor(s), and the assessment administration contractor will meet together with the OEAA to plan, deliver, anticipate, and problem-solve issues that require coordination.

Harcourt Description 5

Harcourt looks forward to working closely with the OEAA to maintain and enhance the quality of the MEAP. The Contract project Manager will keep the OEAA updated on a daily basis and will coordinate a weekly telephone conference call meeting between Harcourt and the OEAA and/or with the Administration contractor as needed, to discuss task implementation and status. The weekday for the meetings will be determined during the initial project planning between Harcourt and the OEAA.

The MEAP Management Team is highly skilled in managing the coordination of details and logistics of various meetings. In addition to the weekly conference calls, Harcourt will coordinate the following additional meetings.

- project Kick-off Meeting—**This four day meeting will introduce the MEAP Management Team to OEAA staff, subcontractors, Administration contractor, and prior Development contractor. A review of the master schedule will also be on the agenda for this meeting.**



- **Additional Contractor Meetings—After the completion of the project Kick-off Meeting, Harcourt will schedule two additional face-to-face meetings with OEAA staff and the Administration contractor. These meetings will last two days each and will cover the coordination details for planning, delivering, anticipating, and problem solving issues for item development and administration.**
- **Harcourt Site Management Meetings—Six of these two day meetings will include the travel of three OEAA staff members to San Antonio, Texas to review the operations in item development.**
- **Lansing Site Coordination Meetings—Six of these two day meetings will include travel for Harcourt’s staff to Lansing, Michigan to review the coordination details of item development tasks**

Harcourt’s MEAP Management Team will collaborate with the OEAA to identify topics for each meeting. A draft agenda for each meeting will be provided to the OEAA Contract Administrator for review. The MEAP Management Team will work with the OEAA to develop general formatting and content guidelines for the meeting agendas. For example, an agenda item for each meeting would include a review and approval of the previous meeting’s minutes. The meetings can also include time for each participant to report any critical news about the program. The management meetings will help us ensure that Harcourt achieve the following project goals:

- **Effectively managing project personnel, subcontractors, and tasks**
- **Ensuring adherence to project schedules and deadlines**
- **Ensuring high-quality products and outcomes**
- **Identifying potential problems early and seeking solutions immediately**
- **Maintaining frequent communication with the OEAA**
- **Monitoring and controlling project expenditures**

- d. Other Meetings -- The development contractor may make periodic reports to the State Board of Education (oral and written) and meet with the Contract Administrator and advisory committees, or other groups as required by the Contract Administrator. For the purposes of this project, the development contractor must plan and budget for two (2) additional two-day meetings per year attended by two persons each from the development contractor.

Harcourt Description 6

Harcourt has budgeted for two additional two-day meetings per year to be attended by two persons.

- e. Records and Minutes -- The development contractor must take minutes and record lists of participants from all meetings including, but not limited to, item reviews, management meetings, and advisory committees, formal meetings or phone calls between the development contractor and OEAA. The development contractor must maintain and submit to the Contract Administrator for the OEAA all minutes and records electronically (i.e. email) within 48 hours.

Harcourt Description 7

Harcourt will take the lead in initiating and administrating all management meetings for all meetings including, but not limited to, item reviews, management meetings, and advisory committees, formal meetings, or telephone calls between the Development contractor and OEAA. The MEAP Management Team will dedicate a meeting facilitator who will adhere to the following meeting guidelines in order to conduct a timely and effective meeting:

- **Start the meeting on time**
- **Conduct an introduction**
- **Record a list of all participants that includes institutional affiliation and contact information**
- **Describe the ground rules for the general conduct of the meeting**
- **Keep the meeting on target**
- **Discuss one topic at a time**



- **Ensure that decisions and action items are captured in the minutes**

Harcourt will discuss appropriate meeting minute formats and guidelines acceptable to OEAA. The following are a few suggested guidelines to ensure accurate and uniform minutes:

- **Record decisions, important issues, and action items**
- **Record information**
- **A quick way to record and report minutes is to use the agenda as an outline for the meeting minutes.**

All meeting minutes and records of participants will be submitted to the OEAA within forty-eight hours of each meeting.

2.0 - Assessment Development Activities

Assessment administration occurs three times each school year. It is the goal of the OEAA to return results back to school systems shortly after assessment. The elementary and middle school MEAP is administered annually in the fall (the first three weeks of October), with results to be returned no later than December 1, while the high school MEAP is administered twice annually – late October to mid-November, with results to be returned in early January; and late-April to mid-May, with results to be returned in late June.

Almost all MEAP assessments consist of multiple-choice and constructed-response items. The assessment design for each MEAP assessment is shown in **Appendix A**. This includes the numbers and types of items for each current or planned assessment.

Field test items are included as part of each distinct assessment administration form for all existing assessments (see above). New field tests for mathematics and ELA are to be developed for grades 3-8, also containing linking items to current forms (all forms share a common core of items) and items for vertical equating of forms from one grade level to another. Full implementation of these assessments is planned for the 2005-2006 school year, the first year of the contract. Therefore, this contract does not cover the development of items that will appear on the 2005/2006 operational assessments. But due to the success of the item development, small scale piloting and review committees, some items may appear in a large-scale field-test as early as the Spring 2006 high school assessment. Bidders are encouraged to demonstrate methods for utilizing shared items from other states for this development process.

Harcourt Description 8

The contract contains a detailed layout of the MEAP test design. Harcourt recognizes that construction of the operational exam is not within the scope of the present invitation, so this discussion focuses on those aspects requisite to the delivery of high-quality psychometrically sound items to the administration vendor.

Table 2 through Table 6 are based on the figures given in the contract, Appendix A. They show the number of items that Harcourt will develop to fill the item requirements as stated. In Volume II - Appendix A, Harcourt provide sample test items for each content area.

Table 2. Proposed item development counts for Grade 3 through 8 Mathematics, per year.

Grade	Selected-Response		Constructed-Response	
	To Pilot Test	To Field Test (Administration Vendor)	To Pilot Test	To Field Test (Administration Vendor)
3	150	120	4	3
4	173	138	4	3
5	158	126	8	6
6	165	132	5	4
7	180	144	0	0
8	135	108	8	6



Table 3. Proposed item development counts for Grade 3 through 8 ELA, per year.

Grade	Selected-Response		Constructed-Response	
	To Pilot Test	To Field Test (Administration Vendor)	To Pilot Test	To Field Test (Administration Vendor)
3	190	126	9	6
4	190	126	9	6
5	190	126	9	6
6	190	126	9	6
7	190	126	9	6
8	190	126	9	6

Table 4. Proposed item development counts for Grades 5 and 8 Science, per year.

Grade	Selected-Response		Constructed-Response	
	To Pilot Test	To Field Test (Administration Vendor)	To Pilot Test	To Field Test (Administration Vendor)
5	220	176	0	0
8	220	176	0	0

Table 5. Proposed item development counts for Grade 6 and 9 Social Studies, per year.

Grade	Selected-Response		Constructed-Response	
	To Pilot Test	To Field Test (Administration Vendor)	To Pilot Test	To Field Test (Administration Vendor)
6	143	114	4	3
9	143	114	4	3

Table 6. Proposed item development counts for High School Mathematics, ELA, Science, and Social Studies, per year.

Subject	Selected-Response		Constructed-Response	
	To Pilot Test	To Field Test (Administration Vendor)	To Pilot Test	To Field Test (Administration Vendor)
Mathematics	200	160	15	12
ELA	150	100	18	12
Science	230	184	20	16
Soc Studies	235	188	5	4

Harcourt proposes to develop items as detailed above. The counts are those numbers that will be developed for each year covered by the contract, but Harcourt do have the flexibility and capacity to modify the above counts in response to



changes in the test design by OEAA or the administration vendor.

Utilize Shared Items From Other States

If OEAA were to enter into an agreement with other states to share assessment items such items could be easily incorporated into the development. The first task would be to ensure the alignment of all shared items to a GLCE and assign those that matched a grade level and GLCE. From that point, those items would be treated as newly written items, which would follow the process all newly written items follow (reading level review, committee review, statistical review, etc.) Harcourt would also ensure that such items are tracked as shared items within the item bank, so that any restrictions on item release or other restrictions pursuant to agreements between OEAA and agencies from other states would be honored by OEAA.

The MEAP assessments must be based on sound psychometric designs that ensure curricular and instructional validity and yield scores that are reliable and valid. The overall assessment design must address issues arising from the need for comparable year-to-year assessment results, with particular attention to linkage drift on highly passage- or scenario-dependent subject assessments. All core operational assessment items will be released to the educational community, so sufficient items need to be developed to ensure that assessments are replicable and equitable from cycle to cycle. Development of prototype items is encouraged to measure the same benchmarks and expectations during each cycle. To support its high stakes use at the elementary, middle and high school levels, the MEAP assessments, including the scores produced, must be of the highest technical quality and must at a minimum meet the APA/AERA/NCME standards for educational and psychological testing (1999).

Harcourt Description 9

Within Testing Services, assessment specialists have responsibility for item development, both in directly developing items, and (as is the case with Michigan and MEAP) in supervising and mentoring serving teachers within the client state as they produce and revise test items. All assessment specialists have at least a baccalaureate degree in their area of specialization (many have advanced degrees) and have experience as K-12 classroom teachers, thus combining an in depth knowledge of their field with real-world experience in K-12 education. This is the foundation upon which the validity and reliability of assessments comprised of items produced at Harcourt rests upon.

The current invitation envisions using Michigan teachers to write test items for the MEAP. This is an excellent strategy, as using those individuals currently engaged in teaching the Michigan curriculum to write items intended to test that curriculum taps a wellspring of knowledge and experience that simply is not available elsewhere. Validity is central to the practice of assessment. For items to be used on the MEAP, validity is determined with respect to the Michigan Curriculum Framework (MCF). The MCF defines what students in Michigan schools are being taught and what they are expected to know. Grade Level Content Expectations (GLCEs) have been developed from the MCF to further refine the skills and knowledge areas that students are expected to possess or know at each grade level. Currently serving Michigan teachers are in the best position to know what is being taught to Michigan students as they implement the MCF in their classrooms. Having teachers write the items under the guidance of our experienced assessment specialists ensures that the initial pool of test items will have a high degree of validity simply by virtue of having been produced by professionals who are daily engaged in explicating the curriculum to their students. The assessment specialist, when receiving test items, will then ensure their validity in several ways. Items, when they are received, receive a thorough editing. Items are checked for errors and ambiguities by teams of assessment specialists using their in-depth knowledge of the subject matter. Items receive an initial bias and sensitivity review—experience with literally thousands of test items when participating in and leading bias and sensitivity reviews helps the assessment specialist catch details that may escape teachers. Finally, experience with the authoring of similar items leads the assessment specialist to know the best way to frame a particular problem for a student at a particular grade level and to provide targeted feedback to assist the item author in the revision of a particular test item. The use of Michigan teachers to write test items provides a deep reserve of curricular and pedagogical knowledge which together with the subject-specific knowledge and item development experience of our assessment specialists ensures OEAA that items produced under their guidance will have the highest possible degree of validity.

Similarly, our assessment specialists are key to ensuring the reliability of assessments composed of items produced by Harcourt. A reliable exam will tend to produce similar scores if it were given to students with similar levels of the ability or knowledge that Harcourt wish to measure. Test scores can be partitioned into “true score” and “error” components (the levels of which for any particular student are unknown and unknowable). Variances in the scores of students with similar levels of ability are the result of the error component.



Some error in test scores is inevitable and results both from a plethora of environmental factors (i.e., the student is hot, cold, hungry, tired, ill, etc.) and the interaction of internal idiosyncratic variations in the skill that is being measured with the specific questions that the student is being asked to respond to (i.e., a student who has a high degree of knowledge about the geography of Michigan who encounters a set of geography questions that happen to address the few “holes” in his or her knowledge). However, other sources of error are related to the quality of the items on the test and are avoidable. Examples include a poorly worded question or ambiguous distractors on a selected-response question. Here again, the experience and knowledge of our assessment specialists come into play. When assisting Michigan teachers in producing and revising test items, their in-depth subject matter knowledge allows them to know *what* skill the item is attempting to tap, while their extensive experience in authoring and editing items and in managing all aspects of item development allows them to know *how* best to frame the question that the item author is attempting to ask. Thus, our assessment specialists facilitate the production of high-quality, technically correct, clearly worded, and easy to understand items. Exam forms composed of such items maximize the “true score” component of the test scores derived from such an exam by reducing the contribution of extraneous factors (the “error component”) to the test score to the smallest possible value.

The assessments must be culturally fair in full consideration of Michigan’s diverse population. In design and content, the assessment should allow for maximum participation of students with disabilities and/or English language learners. Reading levels for items and assessments must be at least one grade below the grade being tested on all assessments except the Reading assessment as determined by both the content area committees and by at least one objective measure such as the Degrees of Reading Power (DRP) levels or the Lexile measure. The Development Contractor should include a plan to measure and address reading levels, language load, sentence structure, and non-subject specific vocabulary. Changes to assessment blueprints may dictate changes in the numbers and/or types of items on future forms of the assessments.

Harcourt Description 10

Harcourt pays particular attention to the readability levels of passages and items. Harcourt believe it is critical that the challenge in an item should be the objective measured, not in deciphering what is meant or decoding difficult vocabulary. Harcourt will include the issues involved in making all items culturally fair and accessible to all students, regardless of language background levels or disability status. All passages will be measured for grade level appropriateness using the Lexile scale. All items are written in short, clear and direct question format so that the student understands what the question taps. All vocabulary will be scrutinized using the Lexile software and EDL core vocabulary lists. Harcourt will review each item to be sure that the language load in non-subject specific vocabulary is at least one grade level below the tested grade, and that all sentence structure is simple and easily read. Harcourt understands that changes to assessment blueprints in the future may change the distribution of items and types on future forms. But, at all points, Harcourt will assure the OEAA that each item will be content edited for grade level appropriateness and minimizing of language load.

Assessment development includes the development of pools of items for each subject and content area eligible to be used in MEAP, field test form development and construction, desktop publishing of the field test forms, and the electronic data management of items and forms.

On occasions when irregularities in assessment administration procedures have been reported during the assessment administration window, an additional, non-overlapping parallel form of the assessment will be used to retest students. Therefore, sufficient items must be developed to supply an “emergency” form for each assessment at each grade level and subject. The same emergency form can be used for more than one school year as long as it remains secure and consistent with the assessment designs.

Given the magnitude of the tasks, the major tasks are detailed in subsequent sections with subtasks. The development contractor must address all the tasks, subtasks and activities specified.

The work of the development contractor will occur throughout the year, so as to develop the measures needed for the fall elementary and middle school assessment, as well as the spring and fall high school assessment. A description of the measures used in each program is given below, including a description of the type of item banking system needed by Michigan. This section is followed by a tentative list and schedule of activities for the development of the elementary, middle school, and high school assessments.

**a. Description of the Elementary/Middle School Assessments**

The elementary and middle school MEAP assessments will be administered at grades 3 through 8 in Mathematics and ELA, at grades 5 and 8 in Science, and at grades 6 and 9 in Social Studies. A Listening assessment has been offered on an optional basis at grades 4 and 7 and may continue to be offered. The development of Listening assessment items should be priced out as a separate item in the proposal.

The mathematics assessments will be comprised of a Core set of measures of approximately twenty-four (24) Grade Level Content Expectations (GLCEs) with three multiple choice assessment items or one constructed-response item per GLCE, plus matrix sampling of items across forms to be used to 1) replace the Core assessment in subsequent years, 2) extend the range of the Core assessment, or in the case of Mathematics, 3) assess skills that will become part of the Core assessment at some point in the future (e.g., 2010). 4) The mathematics assessments will include items for vertical linking at adjacent grades while the ELA assessments will be linked by shared passages at adjacent grades.

The ELA assessments will be comprised of a Reading, Writing, and optional Listening assessment. The Reading assessment will be made up of independent informational texts and independent narrative texts plus one pair of texts (any combination of narrative and informational texts). The ELA assessment will have 14 multiple-choice items measuring narrative-specific GLCEs and 14 items measuring informational-specific GLCEs. The items may be based upon either narrative or informational passages, so long as the individual items address GLCEs from the appropriate genre (for example, in some cases, informational GLCEs may be assessed using a narrative passage). The ELA assessment will also have 14 multiple-choice items measuring comprehension and six word-study items, which may be based upon any of the narrative or informational passages. The fourteen multiple choice items measuring comprehension include five cross-text multiple-choice items based upon the pair of texts. The final component of the Reading assessment is a constructed response to the paired texts. The Writing assessment will be made up of one writing prompt requiring a longer response, and one writing sample upon which a shorter writing response and a series of ten editing multiple choice items are based. At Grades 4 and 7 an optional Listening assessment may be administered. The costs for the listening assessment should be separately itemized.

It is the intent of the OEAA to release the Core items electronically on an annual basis, replacing the core with items linked to it via the surviving “core replacement” items in the matrix sampling portion of the assessment. Multiple forms of the assessment, varying only in the matrix items contained in each, will be used for all grade 3-8 assessments in Mathematics, ELA, Science (grades 5 and 8), and Social Studies (grades 6 and 9).

The “core replacement” matrix items will be placed on the same scale as the Core assessment so that the Core assessment will be equated from year-to-year. The Core assessment will produce the individual student scores used for reporting back to educators and parents, as well as for MERIT award, EducationYES! and NCLB Adequate Yearly Progress (AYP) purposes. The “extended core” Matrix items will be used in computation of the school and district results, so as to cover essentially all of the benchmarks or expectations per content area. The “future core” Matrix items will be reported as individual assessment items and skills on school and district reports, but not included in student scores or school reports.

The OEAA expects to vertically equate or link scores for adjacent grades in ELA and Mathematics. Items should be developed to allow for this. When assessments are constructed they will need to spiral items from forms at adjacent grade to accomplish the linking.

Appendix A provides an overview of the number of expectations or benchmarks assessed in each MEAP assessment, the number of items used annually, and the numbers of items anticipated to make up new forms of the assessments. The Contract Administrative shall give approval for the quantities of items to develop within each GLCE. This may put a limit on some item development within specific GLCEs.



Harcourt Description 11

Harcourt will follow the test blueprint and specifications provided in the contract for the elementary and middle school grades. The OEAA has been extremely thorough and comprehensive in its request. Harcourt will review this material at the start-up meeting and in communications throughout the project to confirm our understanding about the number of passages and number of items needed for each content area for each phase of the project.

Optional Listening Assessment – Elementary and Middle School

Harcourt is proposing a customized assessment to meet the Michigan Standards and GLCE in listening for grades 4 and 7. For each grade level, Harcourt will provide audio and videotape versions with appropriate administrative materials to allow for districts to use the tests easily.

At each grade level, students will listen to a passage and answer 10 multiple choice questions at each grade. Harcourt will work with the OEAA to develop an appropriate number of items to provide each year, so that embedded field test and equating procedures can be followed.

Harcourt would also like OEAA to consider an alternate design. This design is somewhat more elaborate than the current listening test, but Harcourt believe will provide an important continuity between the reading focus and the focus for listening. Harcourt would be happy to discuss this approach more fully with the OEAA and consider costs with OEAA should this be a direction that is desire.

The alternate includes a presentation of pieces of text that are paired through thematic on content similarities. Five multiple choice questions will follow each of the texts separately. One extended constructed response question will be provided to assess an aspect of the paired nature of the texts.

At grade 4, texts from two different genres, linked by theme or subject matter will be presented to students. One piece will be fictional (e.g. a read-aloud story or monologue) followed by five multiple choice questions. A second piece will be read, from a different genre, but with a clear connection to the material presented in the first text. This might be a news report or a section of a radio broadcast about a particular non-fiction subject. Again, five multiple choice questions will be presented to assess listening comprehension of the second piece.

After the second text is read and the questions asked, the two texts will be read again, in the sequence they originally appeared. Students will be asked to respond to a constructed response question about the similarities, differences, or some other critical aspect of the pairing between the texts.

At grade 7, this model will be followed again. The listening pieces would be of a more sophisticated, grade appropriate level. Fiction pieces would be drawn from works of great literature and be presented with appropriate affective tone so that more subtle aspects of the text could be assessed in the multiple choice questions that follow. Non-fiction pieces would focus on persuasive essays and debated, with questions tapping students understanding of the effect of the speaker's point of view and soundness of argument. A constructed response question will follow the rereading of both listening pieces. This would tap into critical evaluation and an understanding of the various perspectives represented by the different genres.

Electronic Release of Core Items Annually

Harcourt will provide the items selected by the Administration contractor for the core to the OEAA for release each year. Items that survive the core replacements, in the matrix design, will then be available to be future core items.

Electronic versions of these items will be provided at the point that the OEAA is ready to do so after future test administrations containing these items.

Core Replacement Matrix Items

Harcourt will provide the items selected by the Administration contractor for the core to the OEAA for release each year. Items that survive the core replacements, in the matrix design, will then be available to be future core items. Electronic versions of these items will be provided at the point that the OEAA is ready to do so after future test administrations containing these items.

Vertically Equate or Link Scores

Harcourt's assessment specialists have had extensive experience with test items written for assessment programs that incorporate vertical linking in their designs. Though it is impossible to determine with precision the difficulty of a test item until that item has been administered to a representative sample of the target population, our assessment specialists, through their experience with thousands of test items, are generally able to estimate the general difficulty of a test item with respect to its target population. Because the majority of items at each grade level and within each subject matter area will appear on test forms at adjacent grade levels, our assessment specialists will screen submitted items for items that are either excessively difficult (and thus inappropriate for presentation to students in the adjacent lower grade level) or excessively easy (and thus inappropriate for presentation to students at the adjacent upper grade level) and return them to their authors with suggestions for revision.



This will be accomplished as part of the initial editing process. In this way, the majority of items developed by Harcourt will be of moderate difficulty and thus appropriate for inclusion on both upper and lower grade forms and able to provide a strong vertical link between the grade levels.

b. Description of the High School Assessments

The High School Assessments assess 11th grade students on the standards and benchmarks in Mathematics, ELA (Reading and Writing), Science and Social Studies. A Listening assessment is given on an optional basis with the other components of ELA. Again please separate out the development costs of the optional Listening assessment items.

The High school assessment (HSA) may change in the future, since the Michigan Legislature is considering a package of legislative bills that would substitute a college entrance test for the MEAP HSA. However, at the current time, a custom-developed assessment (the high school MEAP assessment) will be used for at least 2005-06 and 2006-07 (and may continue after this time in all content or just for Science and Social Studies). Should the program change, new activities and costs will be negotiated with the MEAP development contractor.

Appendix A provides an overview of the number of benchmarks and expectations assessed in each MEAP assessment, the number of items used annually, and the numbers of items anticipated to make up new forms of the assessments.

Harcourt Description 12

In each content area, the high school items and passages will be developed in strict conformity with the test design and specifications presented in the contract. Harcourt will confirm all the understandings about the nature and scope of work to be done at each phase. A detailed discussion will take place at the kick-off meeting and continue with communication throughout the project.

Optional Listening for High School

Harcourt will prepare an optional listening test for high school. It will modeled after the grade 4 and 7 test, with a passage with 10 multiple choice questions designed to assess comprehension. Audio and video versions will be provided for this assessment.

c. Inventory of Existing MEAP Assessments (May to June 2005)

One of the first tasks of the new MEAP development contractor will be to inventory and review the existing MEAP assessment items that have been created but not publicly released in Mathematics, ELA, Science, and Social Studies. These items exist in electronic form (e.g., MS Word, spreadsheets or databases) or in printed copy. The purpose of this review is 1) for the development contractor to become familiar with the types of items created for the MEAP, 2) ascertain the level of quality of these materials, 3) determine the numbers of items that match each GLCEs and therefore can be used in future assessment form development, and 4) define the development needs and effort needed to keep the pools of items sufficiently refreshed to create new forms in the future.

The goal of the OEAA is to maintain sufficient items for each benchmark or expectation in the assessment designs to construct two operational forms of the assessments and have one emergency form of the assessments at all times. This requires a constant infusion of quality, successfully field tested items to replace those items released after each administration (i.e. all scored items).

The MEAP development contractor shall provide a comprehensive list of all available, unused MEAP items for each GLCE or standard and benchmark as well as items that could not be reasonably linked to a GLCE, standard, or benchmark as appropriate.. Item statistics, copyright permissions and status should be assessed. This list should indicate the total numbers of items per expectation or benchmark, as well as in the judgment of the development contractor, the number of these deemed to be fit for use in MEAP in the assessment designs proposed.

**Harcourt Description 13**

As part of the planning process, Harcourt will inventory and review the existing MEAP items that have not been publicly released in each content area.

List of Available, Unused MEAP items

Harcourt will provide a comprehensive list of such items by standard, benchmark or GLCE. The list will show the current status of item statistics and copyright permissions needed for associated passages. The list will show the number of items per expectation or benchmark that are available, and those that Harcourt would recommend using on MEAP tests.

d. Select or Create Item Banking System

It is the goal of OEAA to own the item banking system at the end of the contract, but bids that do not provide for post-contract OEAA ownership of the Item Banking System will also be considered. Bidders are encouraged to provide pricing both with and without post-contract ownership of the Item Banking System by OEAA.

In order to facilitate the collection, storage, and retrieval of the assessment items already available to MEAP, as well as the ones that the MEAP development contractor will create, the development contractor is required to select, with the approval of the OEAA, an item-banking system for storing and retrieving assessment items. This system must contain two components, 1) an item storage and publishing component for maintaining the prompt, graphics, items, and response options for later publishing into a assessment booklet or for reviews, and 2) subject specific item banks with appropriate keys, coding, historical performance statistics. These two components must be integrated so that all elements of the storage and publishing component are connected to the subject specific item banks.

This system, at a minimum, should store the text and graphics (if any) for each assessment item together, along with basic item statistics (which should be capable of readily being updated with history maintained). Capacity to trace items through the writing, piloting, reviewing, and editing process is also required. Capacity to link items to item writers and item reviewers and their comments is desirable. The system should provide a mechanism to output items into non-proprietary software, such as Adobe PageMaker or In-Design for text, and Adobe Illustrator or Corel Draw for graphics, so that MEAP staff, the development contractor staff or the assessment administration contractor can readily assemble an assessment form from the item bank

In addition to storing existing assessment items, the system should be capable of storing new assessment items that are created with the original text and graphics. As is explained below in the description of the assessment development process, new assessment items are to be created, edited, formatted, and stored using a consistent electronic system from the point of item development by Michigan teachers, to the point of inclusion of the items in the item bank. Hence, it is important that the system proposed for use connects item development, editing, pilot testing, and review functions, while still permitting the easy entry of new items into the item bank. The system must also have the capacity to maintain item status codes and track their history. Each item would need to be coded appropriately as it progresses through all development phases, use on operational assessments, and release to the public. Released items would need to be maintained in the item bank as these may be used in subsequent operational assessments occasionally.

The item graphics must be stored in their native graphic format for future editing purposes. The item graphics must be re-scalable, where appropriate, and must maintain a camera-ready print quality. A disaster recovery plan must be provided which ensures the recoverability of the item banking system within 48 hours. The OEAA must have read-only access to all items via a secure connection over the Internet or locally accessible, with a capacity for OEAA staff attach comments to various items without changing the items themselves. The hardware platform and software proposed for the item banking system should be described in detail.

The following is a CONCEPTUAL image of a screen in the item banking system. This image is for DEMONSTRATION PURPOSES **ONLY** and is intended to be illustrative of the above specifications.

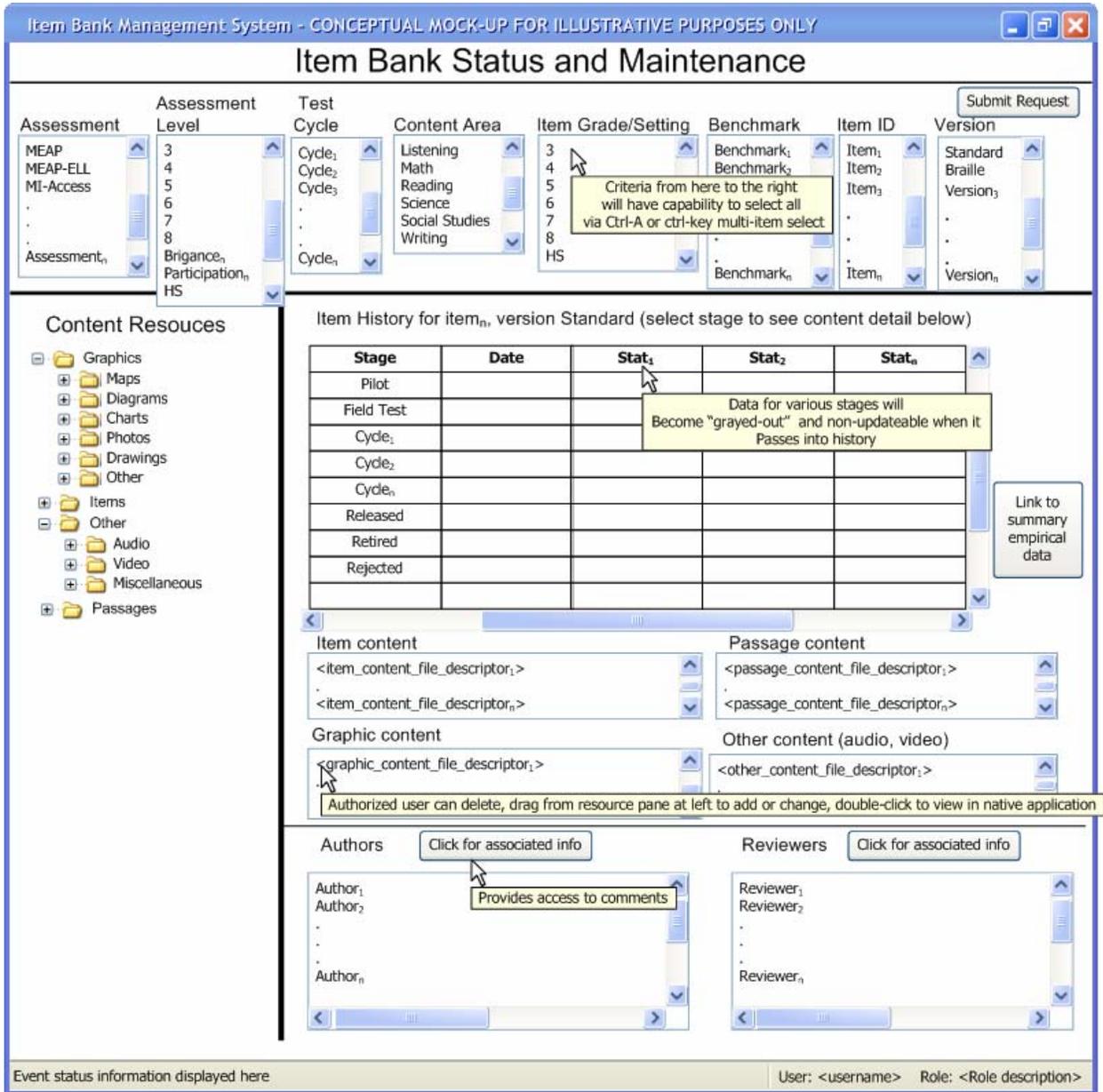


Figure 1

For both web-enabled and desktop software, MEAP staff will evaluate the performance of the software on the State's equipment (primarily Windows-based systems) to make sure that it is fully useable by staff for the purposes intended prior to approving the software system. The vendor will assist the State with the software installation.

Harcourt Description 14

Harcourt will provide a web based item bank solution described in detail later in this section. In support of that effort, Harcourt will transfer the hardware, the server, and desktop software licenses per FileMaker Pro guidelines at the end of the contract period.

It is important to note that during the term of this contract, Harcourt plans to launch our next generation web-based item banking solution containing significant functional improvements and enhanced capabilities Harcourt believe that this new system, which will be centrally hosted and managed by Harcourt will yield the following important benefits to OEAA:

- **More accessibility and flexibility for distributed item authoring**
- **Easier and less data migration**
- **Lower operational cost for our customers (no hardware of software to acquire or maintain)**



- **Immediate access to system enhancements and upgrades**
- **Improved supportability from Harcourt**

Should OEAA elect to upgrade to this new system, Harcourt will migrate the items from the initial item bank and host the new system at no additional cost. Harcourt understands the OEAA's interest in software ownership to maintain continuity with item management capability at the end of this contract. While Harcourt will retain ownership of our new item banking solution and technology, Harcourt offer several options to meet OEAA's needs:

- **Harcourt will continue to host the OEAA's item bank with full functionality up to 12 months after contract completion at no additional cost. The OEAA may elect to extend use of the item bank for a period of months or years at an additional cost of prevailing product rates.**
- **Harcourt will also provide an Oracle export of the database with schema information that OEAA can use to import into a database product of their own choosing (e.g. Access, MS SQL Server, etc.) upon contract completion. At the end of the contract should OEAA require Harcourt's assistance with the migration of the item bank to a different system, Harcourt will be pleased to support that effort at a negotiated cost.**

Harcourt has been developing custom item banks for our clients since 1999, and Harcourt are fully capable of providing the OEAA with a product that meets their needs for a secure, live item bank that can be accessed by the OEAA and vendors alike. Harcourt already has a pre-existing item bank that will meet the usage requirements of the OEAA, which will allow the item bank to be delivered on or before the scheduled delivery dates. The item bank application is developed in FileMaker Pro, which Harcourt has successfully used for all of its custom item banks to date. The most current version of the software, FileMaker Pro 7, has a significant advantage over previous versions of the software in that it now can store significant amounts of data in a more streamlined system, which allows for more efficient use and easier maintenance. FileMaker Pro 7 is a non-proprietary application and Open DataBase Connectivity (ODBC) compliant, and data can be exported from it to any other ODBC-compliant database, including Microsoft Access and Excel. Data can also be imported easily into FileMaker Pro 7 from any existing ODBC-compliant database using either common database. The item bank application will be delivered to the OEAA through a web interface, via the web through Harcourt's firewall. This will allow all users of the item bank to access the same data simultaneously, while maintain the high security standards OEAA has for its web-based applications.

Harcourt's IT project Manager will work closely with the OEAA to determine the specific needs of the item bank. A comprehensive project plan with milestones will be developed and followed to ensure that the deliverables are successfully distributed. Item development and the customization of the item bank will be executed in parallel, and the item bank application will be complete and ready to populate with items before item development is complete. Harcourt has extensive experience delivering secure item bank with live administration data to several state clients, including Florida, Oklahoma, and Virginia. These item banks are secure and are locked down, so functionality and items cannot be changed between test administrations. These item banks act as a repository of test administration data, with the item, its metadata, statistics, standards, and other related assets such as art and passages stored for easy reference. Harcourt has also delivered a web-based, public item bank for use in Texas ESC Region 10 that utilizes XML and HTML to deliver teacher-created assessments to students.

The Harcourt item banks can contain up to one million records, and hold up to 8 terabytes of data. Harcourt will populate the item bank using XML (eXtensible Markup Language) technology. Harcourt has developed a robust XML-model that accommodates all item content and metadata. Using XML instead of traditional composition will allow great flexibility for the OEAA to reuse items for both print and online purposes. Any vendor can use the XML-based content (also exportable as HTML) when delivered with the supplied DTD (Document-Type Definition), which is simply a blueprint of the document's structure.

In order to support both online and print use of the items contained within the banks, Harcourt will populate the item banks with two renditions of any art created for the items: EPS (Encapsulated PostScript) and JPG. The purpose of the master EPS file is to allow for conversion of the art to any of the desired file types, and also to allow for high-resolution printing (this is the file type Harcourt uses for high-quality printing of assessments). The JPG allows for a preview of the art to be displayed in the item bank, and also is the native file format for online display (other file types can be displayed online, but the compression feature of JPG makes it the most efficient and desirable).

The combination of using XML with versatile image formats will allow the OEAA to fully utilize these item banks for both secure and non secure testing. Following the XML model, both item banks can be easily updated to meet the changing needs of the Michigan Educational Assessment Program.

The Harcourt item bank is a fully integrated data management system, with item content, including graphics and tagged content, linked with metadata and statistics as one system with diverse functionality.



The item bank proposed will include the following functionality:

- **Presentation of the following data: Item content, graphics, passages and passage metadata, standards alignment, and item characteristics needed to allow for appropriate selection of items for secure state assessments.**
- **Display an item preview**
- **Use a unique numerical identifier, the CID, as the primary data key to link it to all related data, while allowing for a custom client code to be used as well.**
- **Search for items by using any of the available data fields on all screens as search criteria**
- **Execute nested searches using found sets**
- **Identify and preview all items associated with a passage**
- **Display a passage preview**
- **Generate basic reports**

Generate a draft (low-resolution) printout of any number of items selected and organized in sequence.

Item Data. The item bank retains a found set across all sections of the database: Items, Statistics, Art, Passages, and Rubrics. So, when an item is displayed on the screen, the user can move quickly through the Art, Statistics and related passage information. All metadata related to an item (such as content, grade, standard, disposition of an item, etc.) is available on this screen.

The Item Preview Screen will be accessible by clicking on the item text on the item data screen. The preview will be an HTML version of the item rendered using the XML with a XSLT (eXtensible Stylesheet Language Transformation) applied to it. The XSLT will be customized to allow the items to be rendered to specifications of the OEAA.

Statistical Data. All statistical information related to an item is available on the Statistics screen. Anything from to where the item was positioned and how it performed in a given test form is available here, including p-value, answer key and administration date. All data fields can be customized to include data pertinent to the client's testing model. By default this screen displays the most current statistics for an item.

Passage Data. Here, both the textual view and rendered preview of the passage, plus all associated metadata, are available. To view the items associated with a passage simply click the "View Associated Items" button. The user views the found set from the Item Data Screen seen previously.

Form Builder. To build test forms, the user navigates to the "Form Builder" tab. Any items marked as selected on previous screens (in the upper right corner of all screens) will appear on this screen. The user can assign the items to a form and sequence them. If the need arises to view an item or a passage, the hyperlinks are available to show the Item Preview or Passage Preview.

Once forms are built, the user can view and print a draft of the completed form from the application, or export the item content out of application for use in an online assessment system or for use in a printed test booklet. The same functionality for printing will be provided for both the item banks. Also available will be several psychometric reports, including Summary Statistics and Pull List with Data.

Dynamic reports (such as the Pull List above) can be generated after a test is created in FormBuilder. These reports will be developed and customized to meet the needs of the OEAA and their end-users.

Searching. The OEAA Item Bank will have an extremely simple user interface for searching purposes. Any textual or numeric field that appears on a screen is searchable. There are two types of searches – simple and complex. When a simple search is conducted, search criteria is entered directly into the field or through the use of drop down lists. The user can enter search criteria into any field on a find request. A user can also perform more advanced searches, such as logical AND, logical OR, null and wildcard searches. The search functionality is not case-sensitive for text fields and will also work when numbers are used as search criteria in numeric fields.

Searches can also be done on multiple levels. By searching on a found set rather than the entire database, successive layers of filtering can be accomplished. Once a successful search is built, that search can be saved to use again at a later time.

Sorting. Records are displayed in a default "unsorted" order (by order added to the database) until the user dictates a sort order for the items. The user can sort the records in any found set (or all records if no found set currently exists) using the simple sort method or the advanced sort method. In the simple sort, the records are sorted by the default fields requested by the OEAA (usually Item Code or Grade / Subject). In an advanced sort, you specify your own sort criteria, and each level of sorting can be organized in ascending or descending order. The field names are exactly what appears on the item bank screens, so it is as simple as choosing the name of the field to sort. Even though data is stored in multiple tables, sorting can take place across all tables.



Editing Layouts and Content. Harcourt will ensure that the OEAA can have the flexibility to view data and add specific pieces of data to the item bank, while also protecting the programming and functionality, through the use of a Unified Security Model. Two aspects of security will be available: Accounts and Privileges.

Accounts define who the user is, and Privileges define a set of rules that governs the user within the database. Accounts are matched with privilege set, which allows for very diverse levels of access to the item banks. For the secure item bank, each user will have their own user account. Harcourt will collaborate with the OEAA to determine the most appropriate security model, with the right level of access for each user. One Administrator account will allow for the creation and modifications of other accounts. Most of the users will have a higher level of access than the users of the non-secure item banks. Some of the functionality available to specific users, as determined by the OEAA:

- **The ability to edit an item in it's textual view and see the updated preview immediately. This can be realized through the use of XML and XSLT within the item banks.**
- **The ability to customize a number of "User-Defined" fields in the items bank. The user-defined fields will be created in the tables they are applicable to.**

The Item Status can be easily updated from the item data screen. On the item data screen can exist fields that can be modified to contain any values that the OEAA chooses. Any fields designated as modifiable by the particular user can be modified for each item on a case-by-case basis, or a mass update can be made for many items, such as after the various committee reviews.

Key dates must be addressed in the proposal:

- The Item Bank software must be recommended by the development contractor by March 1, 2005.
- The Item banking Software must be approved by the OEAA on or before April 1, 2005.
- By May 30, 2005 the development contractor will complete the translation of existing operational items (or at least a sufficient sample) into the new software and demonstrate its effectiveness at and to the satisfaction of the OEAA.
- The final receipt of any items still in development by the previous development contractor would need to be completed by the middle of February 2006.

Harcourt Description 15

As the Harcourt item bank is already functional and only requires the customization required by the OEAA, Harcourt will be able to meet all of the required delivery dates for the item banking system. A project schedule has been developed that addresses these key dates.

The success of the item banking and publishing software will depend on the current and future development contractors' full cooperation.

Bidders are advised that if the item bank is developed as a part of the contract resulting from this contract, project progress will be closely monitored during this initial development period and the engagement will be terminated if, in the judgment of the Contract Administrator, the administration contractor engaged is not performing adequately.

For the item banking software (desktop or web-based), please provide the following information in response to this bid:

Project plan detailing the development contractor's approach to developing and/or implementing the item banking system to meet the requirements of this contract and the deliverables in the IT Quality Plan.

- Project schedule which details the tasks, timelines, and number of resources for this development work.
- Resumes of key resources (IT project manager, resource lead for each module, DBA, architect). See section 2.506 for terms and conditions of staffing.
- All information requested in section 1.103 TECHNICAL ENVIRONMENT
- Project management approach to ensure a quality product that meets the system requirements and agreed upon architecture.



Harcourt Description 17

Harcourt web development conforms to all requested deliverables in the IT Quality Plan. A project schedule has been developed that addresses all Quality deliverables.

Harcourt web development utilizes an iterative software development approach founded Project Management Institute industry standards and reviews to ensure architecture, database, infrastructure and hosting is stable and reliable. Through the initiation, planning, executing, controlling and closing phases, project management mandates that technology hardware; software and resources are tracked for reliable delivery utilizing risk management, issues tracking and schedule control. Each phase has inputs and outputs working in unison for a quality product.

General IT Development Requirements

Complete requirements definition, design, development, testing, training and implementation deliverables for the item banking software as defined in the state's IT Quality Plan. All sign-offs required in the IT Quality Plan must be obtained.

Assure that all project and program quality standards are observed through planning, review and inspection as defined in the IT Quality Plan. State technical and project management standards are referenced in section 2.104 IT STANDARDS. Bidders should note that a Standard Exception Request has been approved for the use of Microsoft .NET as the development tool for the contract and Microsoft IIS will be used as the web server. Any proposed changes in the quality plan or standards must be approved at project startup.

All websites designed under this contract by the development contractor must have the general look and feel of the official State of Michigan websites, including adherence to the IT standards (section 2.104).

The item banking software must include the ability for a system administrator to update database reference code tables.

All websites must include online help documentation.

Harcourt web development conforms to all requested deliverables in the IT Quality Plan. A project schedule has been developed that addresses all Quality deliverables and required sign-offs.

As stated previously, OEAA will be able to determine specific security levels for all users, and a system administrator within OEAA can be designated with access to update the database

Harcourt has used RoboHelp in delivering on-line help files for a number of item banking projects, most recently WebCCAT. These help files will operate similarly to Microsoft Office help files, with the user able to search and index, or by keyword.

Harcourt has used WebHelp (HTML) files in delivering on-line help files for a number of item banking projects across platforms, most recently WebCCAT. These help files will operate similarly to Microsoft Office help files, with the user able to search by keyword or phrase, and/or browse the index. Graphics and text can include detailed formatting to enhance usability.

Browser Requirements:

For private internet sites which require secured login, software must work with a Web browser that supports HTML 4.0 and later (Example: Internet Explorer 3.02 [and greater] / Netscape Navigator 3.0 [and greater])

For public accessible internet sites refer to State of Michigan standards at [http://www.michigan.gov/documents/Look and Feel Standards 2003v2 72379 7.0.pdf](http://www.michigan.gov/documents/Look_and_Feel_Standards_2003v2_72379_7.0.pdf)

and

[http://www.michigan.gov/documents/Usability_guidelines 2003v1 72381 7.pdf](http://www.michigan.gov/documents/Usability_guidelines_2003v1_72381_7.pdf)

**Platform Requirements:**

Must follow requirements in section 1.103 TECHNICAL ENVIRONMENT.
The web pages must be operational in both a Windows and Mac environment.

Security Requirements:

Ensuring security is of paramount importance in establishing and maintaining the highest possible standards of technical quality, perceived fairness, integrity, and public confidence of the high-stakes OEAA assessments. It is the responsibility of the administration contractor to identify a system that ensures that documentation and all assessment items, assessment materials, electronic files, and data are developed, used, and maintained in a secure manner, protecting the confidentiality of all materials, records, and files. The proposed bidder's overall security plan, materials, materials handling processes and data management processes need to be defined, including employee policies, intrusion detection, audit trails, firewall technology, infrastructure risk, threats, vulnerabilities, etc. It is required that the administration contractor obtain a third-party certification annually regarding the level of security practiced by the vendor and based on the COBIT framework which may include the following:

- IS Risk Assessment
- Digital Signatures
- Intrusion Detection
- Viruses and other Malicious Logic
- Control Risk Self-assessment
- Firewalls
- Irregularities and Illegal Acts
- Security Assessment (penetration testing and vulnerability analysis)

All data and document handling under this contract is highly sensitive. All electronic transfer of data needs to be encrypted with a minimum of 128 bit encryption including vendor to state, state to vendor, and vendor to vendor as required by this contract.

The administration contractor must include various means to assure that only the appropriate personnel with direct responsibilities for item development and review, assessment development and construction, and assessment administration have access to assessment materials.

The plan must address how security procedures shall be employed for:

- (1) transfer of items to and from the development contractor;
- (2) item review;
- (3) item field tests;
- (4) assessment review and public access;
- (5) assessment administration, including the delivery and collection of materials to, at, and from school sites;
- (6) document processing, handling, and storage, recovery; and
- (7) all other circumstances in which security of assessments and assessment materials is required.

State's Security Guidelines

All Contractor personnel must comply with State's Security Guidelines published on http://www.michigan.gov/dit/0,1607,7-139-30639_30655---,00.html. For example, 1310.02 Information Processing Security; 1460.00 Acceptable Use Agreements; etc.

Contractor's staff assigned to the project will also be expected to:

- sign non-disclosure agreements
- sign acceptable use and security agreements
- submit to background checks.



Acceptable Use Policy and Security Agreement

All Contractor personnel will also be expected to comply with the State's acceptable use policies for State IT equipment and resources. Furthermore, Contractor personnel will be expected to sign an annual State of Michigan Contractor Security Agreement before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

Background Checks

The Contractor will be required to authorize the investigation of its personnel proposed to have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. Such investigations may include Michigan State Police Background checks (ICHAT) as well as the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check.

The proposal for this subtask must:

1. Include documentation that vendor security processes and controls meet COBIT framework standards. Please provide any third party audit certification of these processes in response to this bid and the schedule for certification renewals.
2. All data and document handling under this contract is highly sensitive. All electronic transfer of data needs to be encrypted with a minimum of 128 bit encryption. Please provide the vendor approach to meeting the security requirements of this contract for all data processing and IT system modules including secure encrypted methods for transfer of data to/from the State, sub-contractor(s) and the Test Development contractor. The solution must provide capability to authenticate to a common LDAP solution. The solution must interface with State's technical environment defined in section 1.103.
3. Provide a security plan for all secure materials including, but not limited to, items, assessment specifications, and assessment forms. The numbers of booklets sent to a school or Local Education Agency (LEA) is recorded and based on previous use, as well as, numbers of students registered for a assessment through the state's pre-identification process. All answer documents are numbered, using best practices for electronic tracking of assessment materials. Security measures must be documented for all aspects of item development, item reviews, and assessment administrations. This documentation must be provided to the OEAA as part of the monthly progress reports and summarized in the Technical Report, section II-D 2.0.
4. Provide a plan for assessment administration monitoring. The plan must describe how on-site monitoring of a sample of schools will be completed to monitor assessment administration just before, during, and just after assessment. The sample size, timeline, personnel, and any subcontractors must be described. Onsite monitoring efforts must be summarized and a report included in the Technical Report.
5. Include provisions for security that address various avenues for security breaches, including deliberate attempts, electronic access to information, and accidental breaches and how each instance would be investigated. Investigations conducted by the administration contractor must be summarized and outcomes reported in writing and by email to the Contract Administrator for the OEAA within 5 working days of a security breach being uncovered.
6. Provide a plan and conduct erasure analyses to detect assessment irregularities. The plan must ensure that all erasures are identified and analyzed to determine suspicious patterns.



Additional Technical Requirements

- Adhere to all security requirements.
- The file format will be in XML or some other agreed-upon format.
- Navigation to and selection of items must include the capability to group items by assessment and cycle, view status and history of individual items, and to view all assessments (field and operational) on which items have appeared.

e. Item Development Plans Elementary, Middle School, and High School

There are a number of steps associated with item development. Each of these is described below. Note the manner in which the items are to be created, namely, in Michigan with Michigan educators. This is not negotiable. Vendors who submit bids for this project are committing themselves to successfully conducting the development work in this manner; bidders may not later shift to a model in which independent item development consultants are used in place of Michigan educator item writers.

Harcourt Description 18

Harcourt proposes two annual item development workshops. The Harcourt content development team has extensive experience in conducting item development workshops for language arts, mathematics, social studies and science. Item development workshops with instate teachers have been conducted for the state testing programs in Delaware, Arizona, and Illinois. For the Michigan item-writing workshops, Harcourt proposes the following option using Harcourt's innovative item development software tool.

The first item development meeting will be scheduled for June 2005. A second one will be scheduled for August 2005. Each meeting will be held for three days, with Harcourt assuming all costs for room rental, transportation, food, lodging and expenses for participants. Harcourt will work with the OEAA to find low cost facilities that include access to computers.

This section describes the generic tasks for each assessment cycle in their entirety. Section 1.104.2.f addresses the Editing and publishing of field test forms to be turned over to the assessment administration contractor. The dates identified are specific to the elementary and middle school assessment scheduled for fall 2006. These provide the pattern for future cycles. ***Note that there is a Spring High School Assessment cycle as well.***

1. **Participate in Project Kick-Off Meeting** (January, 2005) The key staff of the development contractor (and sub-development contractors, if used) and OEAA staff will meet for at least two days to review project plans, schedules, and activities. The goal is to make any needed last-minute changes to the 2005-2006 MEAP development cycle, to revise schedules and planned activities accordingly, and to begin work to produce the materials needed for the 2006-2007 MEAP. This meeting will include discussion of the manner in which the educators that participate in item development in Michigan will be recruited, the facilities to be used for item development (locations with the requisite computer labs or access to computers as well as conference rooms, with lodging and meals conveniently handled), confirmation of the staffing assigned to the project by both the OEAA and the development contractor, and a thorough review of the steps in the development process. The development contractor will provide the MS project schedule for review, editing and approval.

Harcourt Description 19

Harcourt's MEAP Management Team will coordinate a two day kick-off meeting to introduce the MEAP Management Team and Harcourt's key staff to OEAA staff, sub-contractors, Development contractor, and prior Development contractor after the award of contract. A review of the project plans, 2005-2006 MEAP development schedule, and activities will also be on the agenda for this meeting. The MEAP Management Team's goal is to begin work on producing the materials needed for the 2006-2007 MEAP. The MEAP Management Team will work with the OEAA to revise the schedules and plan activities. The MEAP Management Team will update the electronic project schedule in Microsoft project and will document the initial meeting.

The Harcourt Test Development Manager will be an active participant at the project planning meeting, leading the discussion of the test development activities in the project plan. Included in this discussion will be the overall project plan and development schedules and activities for the 2005-2006 MEAP development cycles.



A detailed project schedule will be provided to guide this discussion and for eventual review, modification, and approval by OEAA.

Because of the significance that the OEAA places on the incorporation of Michigan educators into the development process, Harcourt would hope to devote significant time at the meeting discussing proposed roles for teachers and other educators. This will serve to “ground the program” with those who are most involved with Michigan students, to invest teachers in the assessment program, to provide teachers with significant professional development, and to develop new expertise for future MEAP development and review cycles. The choice and types of facilities proposed for all teacher/developer/reviewer meetings will also be discussed with the focus on convenience, value-added professional development for the participants, and, of course, productivity. Finally, the MEAP development team roster at Harcourt will be presented with specific responsibilities identified.

Harcourt Senior Advisory Committee for Michigan

To support the efforts of Harcourt’s proposed MEAP Management Team on this important contract, Harcourt will provide the services of an internal advisory team of senior Harcourt staff. While the day to day management of the Michigan contract will be in the capable hands of Harcourt’s MEAP Management Team, and Harcourt’s company officials are always available in support of Harcourt’s staff, this committee will be formed to ensure a high level of support and access to the state throughout the course of this contract. Dr. Jack Dilworth, Chairman of Harcourt Assessment and a veteran of several decades in the educational assessment business, will also be the chair of Harcourt’s internal advisory committee. He will be joined by Harcourt’s Contract project Manager, Mr. Brian Brothers and Dr. Allen Doolittle, Senior Director of National projects in Testing Services. Dr. Doolittle will serve as Associate Chair of the committee and primary committee liaison to the OEAA.

While Harcourt respect the planning and thinking that has gone into the design of the MEAP K-12 Assessments and expect Harcourt’s team to deliver work of outstanding quality, Harcourt also recognize that it is when an “assessment is given” issues inevitably arise with all large-scale programs. Harcourt’s internal advisory committee will work in support of Harcourt’s MEAP Management Team and the OEAA to quickly address significant issues and to assist in proposing strategies for problem resolution. Representatives of the committee, in conjunction with program management, will also provide high level communications with the OEAA, the State Board of Education, MEAP advisory committees, or other constituencies in support of the OEAA.

Because of the significance with which Harcourt view Harcourt’s performance on this contract and the potential relationship Harcourt hope to build with the State of Michigan, Harcourt offer the services of Harcourt’s internal advisory committee at no cost to the state. The only costs associated with committee work proposed to be part of this contract would be necessary travel for committee representatives to participate in State Board of Education meetings, occasional OEAA planning meetings, or other meetings that would support Harcourt’s MEAP Management Team or the OEAA.

2. Develop the Annual Assessment Development Plan (Ongoing beginning January, 2005) The MEAP development contractor will develop and revise the annual development plans as needed from the kick-off meeting, and keep them up-to-date (in MS Project) as the plans change during implementation of item and assessment development. This plan should describe major and minor steps to be carried out, starting and ending dates, and the specific staff (by name) who are participating in each step, as well as those leading each step. The initial calendar, changes in milestones, and changes in significant steps must be approved by OEAA. Particular attention must be paid to steps involving other parties such as the assessment administration contractor, development sub-contractor(s), data exchanges, and item or assessment deliveries. This is a cooperative venture requiring mutual agreement on key deliverables so that every party can complete their task and Michigan educators perceive the project as a seamless, coordinated project that always meets projected timelines.

Harcourt Description 20

The Annual Assessment Development Plan will be the working document that will guide all MEAP activities. It will include an overview of the program, a detailed electronic schedule that indicates beginning and ending dates for each task, the responsible party for the task, appropriate psychometric design, and the plans and strategies for the development of the various specifications required for MEAP.

This Plan will be a working document that will be produced as a loose-leaf notebook and will be added to as the program progresses. This document will be kept and maintained for each project year, and copies will be sent to the OEAA. Copies of the plan will also be provided and updated for key Harcourt team members. By the end of the contract term, the Plan will contain complete information related to each phase of the program. The following final products and reports will be presented as the Annual Assessment Development Administration Plan:



- Proposed procedures for all work tasks
- All products developed and produced during the program
- project schedule
- Work task specifications
- Report forms

3. Finalize Development contractor Staffing Plans (February, 2005) The MEAP development contractor will need to specify the staff assigned to development work once the plans have been finalized. Note that this is not an opportunity of substituting lesser-qualified individuals for those included in the bid (see section 2.506). It is anticipated that the development contractor may wish to add additional program assistants, computer specialists, or others as the development contractor comes to understand the manner in which the item development will proceed.

Harcourt Description 21

By February, 2005, Harcourt will finalize Harcourt's staffing for the development work. Individuals from every functional department of Harcourt have been recruited into a uniquely experienced team to provide the OEAA with the knowledge resources and skills required to continue the successful manage the item development for your program.

4. Select Michigan Item Development Participants (March - April 2005) The development contractor will work with OEAA staff to select the members of the Item Development Team (IDT) in each content area and acquire contact information. For Mathematics and ELA, each team will consist of thirty (30) individuals representing elementary, middle school, and high school levels drawn from local and intermediate school districts, and universities. The IDT for Science and Social Studies will consist of eighteen (18) individuals each.

Each individual is to be paid a daily honorarium (or substitute teacher fee paid to the district) of \$100 per day for the work that they do at each meeting, as well as between and after meetings. For budgeting purposes, assume that each individual will work twelve (12) days, stay overnight for six (6) nights @\$80/night and be paid the daily allowance for meals @\$16.50 per dinner for six (6) nights of the meetings. Each person will also travel approximately 200 miles roundtrip for each of the two meetings, with state reimbursement rates of \$0.33/mile used to reimbursement them.

Harcourt Description 22

Harcourt will work with the OEAA to select the Michigan Item Writing Development participants for the workshops. Participants will be Michigan educators, with relevant teaching and curriculum/assessment experience. Harcourt understands that the participants are each to be paid an honorarium of \$100. Alternately Harcourt will pay individual districts for the amount needed to pay substitute teachers to cover the time. Harcourt will prepare a letter of invitation, with a tear-off portion that writers can return to indicate whether they will or will not attend. If less than the requisite number of people accept the invitation, additional invitations will be sent out until the requisite number is verified. In Mathematics and English Language Arts, Harcourt will work with the Michigan department staff to select 30 people to serve as writers for each of the content areas, respectively. For Science and Social Studies, there will be 18 participants, respectively. In each content area, these participants will include educators at the elementary, middle and high school levels.



5. Create/Select Needed Assessment Development Materials (March - April 2005) The MEAP development contractor will be responsible for developing the materials that will be used for training of the Michigan Item Development Team (IDT), as well as to manage the work of the group. This shall include, as a minimum, an Item Development Handbook, which describes the types of items that will be created and the components of each type, the overall project activities and how the item developers fit into this process, the step-by-step process of creating reliable and valid assessment items, the manner in which the work that they help to create will be edited and revised, and the criteria for judging the quality of the work that they create. The Handbook should also contain examples of good and poor items, with explanations of how the poor items could be improved. The draft Handbook should be created by the development contractor, reviewed and approved by the OEAA's assessment development staff prior to use in any item development meeting.



In addition, the development contractor should develop draft item development template materials electronically that item developers can use to create items during each item development session. One form should be developed for the creation and submission of multiple-choice items, while a second will be needed for the creation and submission of constructed-response items (which can vary in length from short-response to essay length). The multiple choice form should have a consistent location for the stem and answer choices to be indicated, any source materials noted (and eventually scanned and electronically attached to the item) and the correct answer choice indicated. The constructed-response form should have a consistent location for the stem to be indicated, for student responses to be recorded, for a rationale for correct responses to be indicated, and the scoring rubric to be developed (which may not occur during the initial creation of the item). It should also have a location for source materials to be noted and eventually attached to the item electronically after scanning.

Prior to the first meeting of the IDT, the development contractor should identify passages or texts for potential use and have these reviewed by the content and bias and sensitivity committees so that item development can proceed with approved passages.

All ELA passages must be screened using both subject-matter specialists (e.g. the content review committee) and an objective measure of readability (either Lexiles or Degrees of Reading Power) instrument to define the grade level appropriateness. Reports on any passages that appear on the assessments will include such reading statistics.

Finally, the Development contractor will need to develop any additional ancillary materials needed at the meeting. These include the meeting agenda, list of attendees (Michigan educators, OEAA staff, and development contractor staff), security agreement, expense forms, prototype items, subject specific resource materials, and so forth.

Harcourt Description 23

Harcourt will prepare an Item Development Handbook. This will provide the complete item specifications and a description of how to write reliable and valid items for each of the content areas. A template for multiple-choice questions will be provided with appropriate space for Michigan teachers to code the items for grade level and objective assessed. The templates will include space for the stem, the correct answer, and a set of wrong answer distractors. Space will be provided so that writers may include any source documentation if needed. The template will be available in electronic form and hardcopy to each item writer.

A second template will be created for constructed response questions. This will provide space for coding the items with grade levels and assessment objective. The form will include a specific space for the stem, for a sample of student work, and a preliminary scoring rubric. Space will be provided for source material documentation if needed. The template will be available in electronic form and hardcopy to each item writer.

Each participant will receive additional ancillary documents, include agendas, contact information for staff and attendees, security agreements, expense forms, and appropriate sample items and subject specific resource materials.

6. Make Arrangements for Initial Meeting of the Item Development Team (March - April 2005) The development contractor will cover the cost of the meeting rooms (one large room plus two break out rooms) for the initial three-day meeting of each IDT, along with continental breakfast and lunch (and snacks) for all meeting attendees, for each content area. All meetings are to be held at a site with computer labs or access to computers, as well as meeting facilities. OEAA staff will work with the development contractor to assist in locating suitable public facilities at little or no cost to the project. Depending on staffing, the development contractor can propose to hold more than one content area assessment development team meeting on the same or adjacent days. The development contractor will be responsible for all contractual arrangements with the meeting facility, appropriate computer connections and services, appropriate software is provided, caterers, and others who will provide services to the meetings. Some of the State of Michigan's Intermediate School Districts do offer computer facilities with a variety of capabilities.

In addition, the development contractor will prepare a letter of invitation with background materials for the meeting as well as the overall assessment development project and, after approval by the OEAA, send the letter to all proposed participants of the IDTs.



The letter should provide a means (paper or electronic) for each invitee to indicate their willingness and availability for the project, and to indicate the arrangements needed for hotel, meals, and so forth. Invitees unable to attend will be replaced by other nominees to assure that the full complement of individuals is available for the IDT meetings.

Harcourt Description 24

Harcourt will make all arrangements for the two meetings, and collect the information about the informal tryouts and the final versions of items at the end of the second workshop. Harcourt will be responsible for all logistics and payment of honoraria and reimbursements, in cooperation with the OEAA.

7. Select Potential Passages and Texts (March – April 2005) The Development contractor will select potential narrative and informational texts for consideration at grades 3 – 8 and high school and submit these to the OEAA for approval. The OEAA will provide an indicator or appropriate length of stand-alone passages, cross text passages and total assessment length to the vendor.

Harcourt Description 25

Harcourt will work with the OEAA to select passages for the item writers to work with. These will be a mixed set of genres, organized in grade level sets to be assigned to workshop participants. The passages will all have been approved by passage bias and content review committees prior to development of items.

8. Conduct Passage Review Bias and Content Review Meeting (May 2005) Depending on the status of passages available that have already been approved by Bias and Content review committees, the development contractor may need to arrange for brief committee meetings. This is necessary so that, where passages are needed, item writers have access to approved passages before they begin the task of writing items.

Harcourt Description 26

Harcourt will begin to identify passages appropriate for testing comprehension at each grade level. Both informational and narrative texts will be sought, following the word count guidelines in the contract. Informational texts will include magazine articles, news stories, essays, biography, autobiography, diary entries, and functional (how-to) pieces should OEAA desire. The narrative texts will include stories, fairy tales, fables myths, plays or monologues, poems mysteries, and science fiction pieces. All passages will be selected from previously published material

Harcourt has a group of expert passage-finders. This group will be tasked with the responsibilities of finding passages to meet the specifications for each grade level from previously published material. They will be given clear guidelines to follow, including length, difficulty, genre and interest level for a given grade. While these will be independent passages, for which questions will be written for them separately, some will also function as paired passages. A subset of the group of passages identified for MEAP will also serve as the paired-text required for certain MEAP item types. The pairing will be designed for similarity of topic, theme or structure, so that appropriate comparisons can be made. All passages will be analyzed for Lexile difficulty levels,

The passage and its lexile level will be sent to the OEAA with ample time to convene a passage review meeting for content, and a separate one for bias and sensitivity. These committees will be composed of 8 members from a variety of backgrounds across the state. The passage review will take 3 days, with participants receiving honoraria of \$250 per day, and reimbursement for all expenses. Harcourt provide Harcourt's HIRO system for these meetings. Passages approved in this manner will be ready for item writers to begin work by June 2005. Content and Bias committee reviewers will meet in May 2005 to select approved passages for item writers to work on at the Item Development workshops. Permissions will be obtained prior to the Initial Item Development Meeting.

9. Obtain copyright permissions (Prior to initial IDT meeting) The development contractor shall obtain all copyright permissions, including coverage of any fees, for all passages, graphics, illustrations, and other works that will be used for item development prior to the initial item development meeting. All such copyright permissions shall be the property of OEAA for use in MEAP assessments and shall transfer to OEAA prior to the conclusion of this contract.

Harcourt Description 27

All permissions and copyrights will be sought and obtained for passages that will be used on MEAP. Harcourt has received over 3,000 permissions for its assessment product this year so far. Harcourt have every confidence that this requirement will be easily met by the Harcourt Staff.



10. Conduct the Initial Item Development Meeting (June 2005) The first of the two three-day meetings of the IDT will be held. At this meeting, several things will be covered initially. First, OEAA staff will provide an orientation to the overall project, the work to be done, and the organization of the project. Logistical arrangements will be discussed. Next, staff of the development contractor will provide the initial training for all members of the IDT. This will include an overview of the item types to be created, the GLCEs to be measured, the manner in which item development will be carried out, the use of the electronic software for item creation, and the manner in which the draft items will be edited on-site and afterwards.

Following the initial training, the Mathematics and ELA IDTs will be divided up into one of three grade ranges, with ten (10) members each for the elementary team (grades 3-5), ten (10) members for the middle school team (grades 6-8) and seven (7) members for the high school team. The Science and Social Studies teams will be divided up into elementary, middle school, and high school teams of six (6) members each.

Each grade range team will first become more familiar with the GLCEs or benchmarks assigned to that grade range. Next, each team will review item prototypes, discuss the types of items to be created, and discuss how these item types can be applied to the group's GLCEs or benchmarks. Then, each team member will be given their assignment of GLCEs or benchmarks to cover. The work should be pre-assigned in order to balance difficulty of development and the types of items to be created. Each developer on the IDT should be assigned a fixed set of GLCEs or benchmarks, developing five multiple-choice or three constructed-response items per GLCE or benchmark. The same GLCEs or benchmarks should be given to a second member of the IDT, so that two individuals develop a total of ten (10) multiple-choice or six (6) constructed-response items for each GLCE or benchmark.

When the members of the IDT are ready to begin item development, they should move from a conference room where discussions have been taking place to the location where the computers are to be found. Item entry should occur on the computers, using software provided by the development contractor. All item development should occur via computer with secure software for ease of subsequent editing and revision. The goal for writers at this point is to develop a draft item for each benchmark or GLCE assigned while closely supervised and with immediate feedback.

The development contractor should provide feedback to the OEAA concerning the performance of the various item writers for use in refining the pool of item writers and for the purpose of involving expert item writers in the facilitation of item development meetings.

Harcourt Description 28

The Harcourt workshops each will begin with a day of item-writing training. This will occur in a large conference room space for all participants together. This will include an overview of the project, logistical arrangements, and a general session on best practices for item writing. Participants will discuss the item types to be created, the GLCEs to be measured, and the manner in which items will be created and edited at the workshop. Harcourt staff will conduct a brief training session on the use of the Initial IDEA software. Following the initial day of training, teachers would work on site to create additional items.

Following this initial training, the participants will divide into teams by content and grade level. Break out rooms will be available for these team meetings. The grade level teams will go further into understanding the GLCEs or benchmarks assigned to them. Each writer will get a detailed assignment of items to be created. Each assignment sheet will be given to two item writers, so that both can work to create a total of 10 multiple choice or six constructed response items for each GLCE or benchmark.

Once trained, the teams are ready to begin their item writing work. They move into the area where the computers are located. Items will be entered using the Harcourt software, and be reviewed on the spot to give immediate feedback.



11. Edit the Initial Items During the Development Meeting (June 2005) While the members of the IDT are entering items using the software provided by the development contractor, both the grade range team leader and other staff of the development contractor should be available to provide an initial editing and further instruction on item development. It is anticipated, for example, that the initial items will have issues with them (e.g., the correct answer is the longest answer choice). By providing “live” on-line editing, item developers will learn immediately what issues they still have with their items and can correct these errors as they work on additional items.

It is anticipated that some of this editorial staff will be on-site in Michigan where the IDT meetings are being held. However, it would be feasible, with appropriate secure Internet sites, to provide additional editorial assistance from the “home office” that would permit faster turn-around of critiques to item developers without all of the editorial staff being on-site. It will be the responsibility of the development contractor that wishes to use this sort of arrangement to make sure that the software used will connect with web-based applications, that a secure connection is possible, as well as to provide the necessary “home” staff.

Each developer’s work is to be critiqued during the course of the three-day meeting, and they will be expected to correct the issues pointed out on their items before leaving the meeting, or shortly thereafter. To facilitate the return of materials after the meeting, the assessment development contractor should provide a secure website to which the developer can submit the completed item set to the development contractor. The development contractor should provide each participant a schedule for submission of items and monitor participant submissions providing feedback to the participants on the quality of the items and timeliness of submission.

By the end of the initial meeting, each item developer should have submitted a set of items that have been initially critiqued by staff of the development contractor, leaving the meeting with instruction for completing their assignment and/or improving the items already created. It would be ideal if each item writer could have one item in final draft form for each expectation or benchmark assigned. Prototype items are possible and should be encouraged for many GLCEs or benchmarks. These can then be used to replicate items off site.

Harcourt Description 29

Harcourt will conduct a preliminary review of items created at the workshops, through staff located on-site and through electronic transfer of material to editors in San Antonio. At the end of each meeting day, item writers will upload the information into the Main Idea software suite, by using internet connections. Feedback will be given at the meetings so that item writers are sure of what is expected of them for completing their assignments. Harcourt will aim to have one item in final form for each benchmark or expectation assigned to individual writers.

12. Continue Editing the Items Prior to Second Meeting (July 2005) The development contractor will continue to “lightly edit” the items, correcting any major perceived issues with the items, and suggesting other improvements that are needed. The editing of the items should continue to be performed in the item development system that was used to enter the items initially. The “light edit” should provide item developers with additional feedback on their item development, helping to suggest not only how the items could be improved, but also continuing to give feedback that will improve the item writing skills of each item developer.

Once edited, the item sets should be returned to the item writers who created them initially.

Harcourt Description 30

Harcourt’s experienced staff of assessment specialists will revise and further polish the items upon returning to San Antonio. The edited items should be returned to the writers who created them initially. Thus, additional feedback will be given to the writers electronically to continue to improve the quality of items submitted. Items will then be passed on to editors for review and revision of grammar usage, punctuation, and language usage before updated versions of the items were delivered to the state for further review.



13. Informally Tryout the Items (July 2005) Each of the item developers should review the items that are returned from the development contractor and make the changes suggested by the development contractor. The item developers should use the secure item development system of the development contractor in which to make the changes. After re-editing their items, each developer should print off their items and prepare a few copies of each item set for informal tryouts. Because each of the developers is a classroom teacher or curriculum specialist, they should have access to students at or near the grade level that the items are intended to assess. Therefore, before the teachers return for the second item development meeting, they should try out the items with a few students (more than five students). The goal of this informal try out of the items is to ascertain whether the items are understandable to students, produce useful and valid information, and can be scored (in the case of constructed-response items). Item writers should bring actual results of these informal "Try-outs" to the second meeting, following a template for tryout results developed by the development contractor and approved by OEAA, including assessment results, relevant item writer observations, and relevant student comments.

14. Make Arrangements for the Second Item Development Meeting (June –July 2005) The development contractor will cover the cost of the meeting rooms (one large room plus two break out rooms) for the second three-day meeting, along with continental breakfast and lunch (and snacks) for all meeting attendees, for each content area. All meetings are again to be held at a site with computer labs or access to computers, as well as meeting facilities. OEAA staff will work with the development contractor to try to locate suitable public facilities at little or no cost to the project. Depending on staffing, the development contractor can propose to hold more than one content area IDT meeting on the same or adjacent days. The development contractor will be responsible for all contractual arrangements with the meeting facility, caterers, and others who will provide services to the meetings.

The development contractor will prepare another letter of invitation with background materials for the meeting, and after approval by the OEAA, send the letter to each IDT member. This letter should request that the writer bring results of the informal try-outs to the meeting according to the template mentioned in section 12. The letter should provide a means (paper or electronic) for each IDT member to indicate their availability for the meeting, and to indicate the arrangements needed for hotel, meals, and so forth.

15. Conduct the Second Item Development Meeting (August 2005) The second of the two three-day meetings of the IDTs will be held. At this meeting, several things will be worked on. First, item developers will be interviewed to determine the status of their work assignments and whether they were able to conduct informal tryouts. This includes review of the results from informal item try-outs. Second, time will be provided for them to complete their work assignments. Third, instruction on developing scoring rubrics will be provided and each item developer will be encouraged to write the rubric(s) corresponding to the constructed-response items that they have created. At the end of the meeting, any remaining work will be reviewed with each item developer.

OEAA staff will provide a review of the overall project and the work done thus far. Logistical arrangements will be discussed. Next, staff of the development contractor will provide their reactions to the work accomplished thus far. Following the initial orientation, all of the item developers should spend the remainder of the meeting working to complete their assignments. OEAA and development contractor staff should be on hand to assist each developer as needed.

16. Collect the Completed Items Following the Second Meeting (August 2005) Following the second item development meeting, the development contractor should collect the items from each member of the IDT, using the electronic item development system. Some of the developers will complete their assignments at the second meeting, while others will complete their work shortly thereafter and submit their work using the secure electronic system provided by the development contractor. Each item writer with an incomplete assignment should be given a schedule for submission and the development contractor will monitor delivery and quality. The development contractor will provide encouragement and timely feedback to any item writers unable to complete their assignments on schedule.



17. Edit the Assessment Items (September – October 2005) At this point, the development contractor will complete the editing of items needed to finalize them. This will include all ancillary materials including source materials, for which the development contractor should obtain permission for use by the Michigan Department of Education. Each item that requires graphics or artwork should be completed at this time as well. Editing of the items should be carried out to assure that the text is grade-appropriate (on grade-level for ELA texts and subject-specific vocabulary, at least one grade below grade-level for all other texts as verified by content area committees and objective measures such as DRP or Lexile readability estimates)), that unnecessary text is eliminated, that each multiple-choice item has one correct answer, and that each constructed-response item can be scored using a multi-point scoring rubric consistent with the assessment designs. The development contractor should ultimately prepare the items for reviews for content, sensitivity, and bias.

Harcourt Description 31

All items will be reviewed by editors for grammar, punctuation, readability, style, and other considerations during the item development process. The iterative process of handoffs from content to editorial assures that all items meet the Michigan specifications and standards for appropriate, on-target, and challenging content. Editors use standardized checklists to assure that the items follow a consistency of style, are free from grammatical or use problems, and are 100% proofread.

18. Prepare the Assessment Items for Review – Content and Bias/Sensitivity (September –October 2005) The OEAA will identify two review committees for each content area: a Bias/Sensitivity Committee (BSC) and Content Advisory Committee (CAC). Each eight-member committee will meet for three days to review the sets of items before pilot testing, and after pilot testing, before they are considered for statewide field testing. Ideally, the development contractor will have an electronic system that permits each reviewer to work either alone at home or at work, or in a group setting, to review the items one at a time, commenting on the items themselves or providing comments on a “cover sheet” for the item, and suggesting edits to the item, approving the item as is, or to reject the item (and indicate the reasons for this decision).

The OEAA will determine whether these reviews will occur as group meetings or whether the development contractor is expected to serve the items via a secure website for reviewers to look at without coming together. If either group meets as a whole, the development contractor will pay for the travel expenses and meeting expenses for the group(s) to meet. The development contractor will pay an honorarium of \$250 per day for up to five days for each of eight members of the two committees per subject.

The development contractor and OEAA will develop mutually acceptable standardized procedures for bias/sensitivity, and content review committee meetings to ensure that the participant training is adequate, that adherence to the review procedures is observed, and that there is at least one development contractor or OEAA staff member with experience in content and bias sensitivity procedures in each committee meeting to remind participants of the procedures if needed. The development contractor and OEAA will also develop mutually acceptable standardized procedures for reporting not only on the decisions of the committee, but also on the adherence of the committee to protocol, significant deviations from protocol, unexpected problems, and evaluations of the contribution and performance of individual committee members.

Current BSC and CAC membership will need to be supplemented with new members. In consultation with OEAA staff, the development contractor will develop appropriate forms for solicitation of new members, criteria for membership, responsibilities of members, applications for membership, training materials, and related meeting materials (e.g. agenda, etc.). The OEAA wishes to involve sufficient numbers of members to maintain high quality and timely reviews, maximize the field testing of quality items, and involve membership representative of schools in the state. The OEAA also wishes to involve expert review committee members as chairpersons of future meetings, with feedback on their performance in chairing the meetings. Committee members should have a limited tenure e.g. 2 years, renewable for a second term.



Successful members may be “promoted” to a position of more responsibility, e.g. assisting in chairing or editing, or to another committee e.g. rangefinding, standard setting, Assessment Advisory, etc... Thus members who are not reappointed need not suffer the embarrassment of having failed, more teachers will get an opportunity to participate, and the OEAA may gain some advocates for the item and test development process. The development contractor will work with the OEAA to achieve these goals.

19. Conduct Content and Bias/Sensitivity Reviews (October 2005) Once the feasibility of electronic meetings has been determined, the OEAA and the development contractor will prepare the item pools for review – in either electronic or paper formats. If the groups will meet, dates for the meeting(s) will need to be set, invitations issued to the members of the CAC and BSC, and the review materials prepared for the meetings. OEAA and/or development contractor staff should be present in every review meeting so that comments made about the items can be learned firsthand.

If an electronic format is used for these reviews, the development contractor may wish to conduct a telephone conference call to review general issues that cut across the pool of items as a set. This could be useful in planning how to improve item development in the future, point out shortcomings in the item pool, or suggest types of items that might be created in the future. The development contractor should address the methods for orientation, training, and retraining of committee members at each meeting.

At the end of each meeting the development contractor should prepare a summary report documenting the results of the meeting, identify issues and propose solutions.

Harcourt Description 32

Harcourt will prepare items for reviews by a Bias and Sensitivity Committee and a Content Advisory Committee. Each committee will meet for three days to review items. There will be two such meetings of each review panel, one before, and one after, pilot testing. Each review panel will consist of 8 members. Following OEAA’s decision, these reviews will occur through Harcourt’s on-line system, HIRO.

Harcourt Item Review Online (HIRO provides a secure, web-based delivery of assessment items for review. The items are exported directly from Main Idea and are presented as they would appear in print form. HIRO provides password protected, SSL technology encryption delivery of items that prevents clipboard copying or printing from the application. Reviewers answer a set of questions that will be customized for MEAP in consultation with the OEAA. Separate review sessions will be created for content and bias/sensitivity review. Items can be organized by content area, grade level, GLCE, or other criteria, and reviewers can comment individually on items or through a bulletin board discussion venue. OEAA staff can have access to all items and comments during the review period. Reviewers may stop and start the review as their schedules permit. Reports will be generated that detail the reviewer’s comments, so they can be evaluated by Harcourt assessment specialists in conjunction with the OEAA.

Harcourt will work with OEAA staff to assure that committee decisions are captured accurately, and to supplement the committees should any member drop out during the course of the contract. Harcourt will develop all appropriate materials for soliciting new members, describing the criteria, responsibilities and forms to be filled out by prospective members. Committee members will be limited to a period of two years as a reviewer, with successful members being promoted to take on more responsibility as needed, Once developed and small scale pilot studies done, items will be examined by Content, Bias and Field Test Data Review Committees, respectfully.

Harcourt will provide honoraria for this, and the second convening of the Content and Bias review panel, as specified in the contract. Harcourt will handle all logistics and arrangements for these panels, in cooperation with the OEAA.

20. Edit the Assessment Items (October 2005) Following the content and bias/sensitivity reviews, the development contractor should re-edit for the final time before entering the items into the item pool. Wherever possible, the reviews of the items should be used to correct the deficiencies noted, rather than to discard the items. OEAA staff will review the edits using the tracking capacity of the Item Banking software to make certain that the comments of the item reviewers have been appropriately incorporated into the revised items.



21. Prepare the Materials for Pilot Testing (November 2005) When the editing of the items is completed following the content and bias/sensitivity reviews, the development contractor should select six items per GLCE for stand-alone pilot testing in schools. The testlets that will be tried out should contain all of the items for several GLCEs and should be packaged so as to be administered in a classroom within an hour (note that this may not be feasible in ELA, since its component parts may need to be split up in order to have booklets that are of approximately the same length). There may be as many as ten (10) pilot test forms per grade and subject area in grades 3-9; high school pilot testing will be embedded in either the spring or the fall high school operational assessments. The pilot tests are to be given to approximately 100 students each in voluntary classrooms across the state.

Harcourt Description 33

Harcourt will take the edited items and select six items per GLCE for a stand-alone pilot test in schools. These items will be packaged in numbers that will be administered in a classroom period in elementary and middle schools. In ELA, this will probably require two classroom periods for administration. There will be a maximum of 10 pilot test forms per grade and subject area in grades 3 through 9. Items selected for the high school pilot testing will be embedded in one of the operational high school assessments.

Harcourt will prepare all of the materials needed for the pilot test program, including directions for administration, generic answer folders, supplemental materials needed, and teacher survey forms to obtain feedback.

Harcourt will work closely with the OEAA in preparing items for pilot testing. The pilot tests will be formulated to bias and sensitivity requirements as well as meeting the need of testing 6 items per GLCE.

Harcourt's Publishing Operations group will work with Testing Services and Contract Testing Program to assure publishing and manufacturing plans are in complete alignment with OEAA requirements. For the pilot, since the documents will be key-entered for scoring, Harcourt will assure document design will accommodate quality and efficiency for key entry.

22. Print the Pilot Testing Materials (December 2005) The development contractor will prepare the necessary pilot testing materials, including assessment administration manuals, assessment booklets, generic answer folders, supplemental materials if needed, teacher comment or survey form (for teachers to record their questions or concerns about any of the items) and other materials needed to pilot test the new items. This should include enough material to assessment 100 students, with overage, equaling 120 copies of each assessment form, plus an additional 50 copies for review purposes. Approximately four to five classrooms will administer each pilot test form and each classroom will administer only one form. For costing purposes, assume that there are ten (10) forms per content area per grade level for Mathematics, ELA, Science, and Social Studies. High school pilot testing will be embedded in either the spring or fall operational assessment materials.

Harcourt Description 34

There are several departments within Harcourt that will contribute to the development and production of the MEAP pilot test materials. The Publishing Operations group oversees product movement through the design, production and manufacturing processes. Each functional group is staffed by experienced and quality driven professionals who work side by side with other areas of the company to assure processes align with customer requirements. For every program, a team member is assigned from each key functional group within Publishing Operations to provide expertise in that area and a holistic approach to quality and customer service.

The Manufacturing Group is responsible for printing quality product for MEAP. This group works from volume forecasts and schedules to plan printer capacity as far in advance as possible. This forecast is continuously updated with Harcourt's suppliers to assure that Harcourt have capacity when your program requires it. The Manufacturing Group analyzes several factors when determining what product will be printed where. These factors include - but are not limited to - adhering to Harcourt quality standards, page count, color usage, binding style, print run, specialized assembly, and packaging requirements. All must align to vendor capability in order to have a viable manufacturing plan. A central part of their role is to assure the Harcourt Paper Purchasing Group in Orlando has a paper forecast as early as possible so all raw commodities are in place when you need it for printing.



23. Select the Schools for Pilot Testing (October –December 2005) The development contractor and the OEAA will solicit volunteers for pilot testing. If a sufficient number of schools do not volunteer, the OEAA will select a sample of schools to represent the state and will send letters to the superintendents of the districts requesting that they volunteer for this additional pilot testing. Once the volunteer districts and schools are selected, the development contractor will communicate with them the details and schedules for the pilot testing. This communication should also describe all of the logistical details of the pilot, such as when materials will be sent, to whom they will be shipped, what should be done with the materials and by when, and where the completed materials should be shipped upon completion of the pilot testing. A short pilot assessment administration manual with appropriate instructions must be provided by the development contractor.

Harcourt Description 35

In collaboration with the OEAA, who are thoroughly familiar with your schools, Harcourt will provide a draft of the structure in soliciting volunteers for pilot testing. If a sufficient number of schools do not volunteer, Harcourt will assist the OEAA in selecting a sample of schools to represent the state and will send letters to the superintendents of the districts requesting that they volunteer for this additional pilot testing.

Harcourt's MEAP Management Team will initiate communication with the schools on the coordination of administering a pilot test. The MEAP Management Team will also provide each school with a Pilot Test Administration manual. This manual describes all of the logistical details for pre-pilot test, during pilot test, and post-pilot test, as listed below. Harcourt's Customer Service Center is also available to answer calls and questions from anyone about the specifications of these responsibilities.

Pre-pilot Test Responsibilities—

- **Receiving materials from Harcourt**
- **Checking in materials to ensure that shipments are complete**
- **Distributing materials to test administrators**
- **Implementing and maintaining security procedures within the district and school**
- **Communicating security procedures and responsibilities to test administrators**

During Pilot Test Responsibilities—

- **Monitoring all pilot test activities**

Post-pilot Test Responsibilities—

- **Scheduling pick-up of pilot testing material with Harcourt**
- **Receiving and securing all pilot test materials**

24. Ship Pilot Test Materials to Schools (January 2006) The development contractor will package the pilot testing materials by classroom within school building and ship the materials directly to the building or to the district MEAP coordinator, whichever is preferred by the district coordinator. The development contractor should use a method of shipment that permits tracking of the shipment in route and verification of the receipt of the materials by the school. U.S. Postal Service is not to be used.

Harcourt Descriptin 36

To assure the OEAA that there will be very minimal errors that may occur throughout the picking, packing, shipping, and receiving process and ensure that those errors that are found are quickly detected and remedied; Harcourt has designed and developed distribution procedures for all MEAP pilot test materials.

Harcourt's utilization of the Materials Ordering System (MOS) for the MEAP will give the OEAA a piece of mind throughout the process of knowing that Harcourt will meet their every need. The MOS capitalizes on the skill of Harcourt's employees, current technologies, and established systems to make certain that how much of what you need gets to where you need it, in time for a successful program.



Systems and People Working Together—The MOS represents a series of systems that work in coordination to use customer’s information to supply their needs for an assessment program. It was designed specifically to reduce cycle time, allow real-time inventory adjustments, and maintain a high level of quality on all orders as well as provide, perform, and accurately track the delivery and retrieval of all assessment materials to and from Michigan schools, districts, and the OEAA. The system makes it easy for the various Harcourt departments who will be working on OEAA to complete their roles in concert so that the timelines and needs are met.

Mr. Brian Brothers, Contract project Manager, and Ms. Elena Rodriguez, MEAP coordinator, will work with district coordinators to gather and maintain enrollment data. The MEAP program coordinator will use enrollment data to determine each district’s needs for MEAP pilot test materials.

Harcourt’s Production department will load all the information concerning test booklets and ancillary materials they have produced for the MEAP pilot test into the system. This ensures that Contract Testing Programs can send exact packing lists to the Distribution Center as soon as they have district enrollment data.

Inventory will be available where it is needed in the warehouse for each Michigan order because the management system communicates all orders through Harcourt’s inventory tracking software. Harcourt uses the proven capabilities of PeopleSoft® software to track inventory supply and location. If this software alerts to a shortage or overage of materials for the order, it will notify warehouse personnel. This ensures that when the MEAP order is assigned to Harcourt’s dedicated staff, they will know exactly where to go to get exactly what they need to fulfill your order.

Fulfilling Orders Efficiently and Accurately—Once an order is dropped, it is then driven by radio-frequency devices rather than paper requests. These devices communicate with the system so that the location of each product for a program is known at all times. This is possible because Harcourt applies a unique serialized number with corresponding scannable barcode to the cover of each booklet. When several booklets are packaged together, an additional package barcode label will be attached to the top of each package to identify all the booklets contained within it. This means that all materials—whether individual booklets, shrink-wrapped sets of booklets, or boxed items—can be tracked electronically in Harcourt’s system.

For example, as Distribution personnel pick materials and pack them, they verify each item’s identification number by scanning its barcode with a handheld radio-frequency scanner. Harcourt’s system sends this information to PeopleSoft and inventory quantities will be updated instantly. These technological innovations have several benefits:

- **Distribution staff can check inventory levels in real-time, which prevent shortages of materials and reduces unnecessary overages.**
- **Product is picked directly into its final shipping container, which eliminates multiple-handling stages that can increase the possibility of errors.**
- **Any mistakes can be quickly found and corrected because systematic records are kept for:**
 - Which employee picked each box
 - Date and time of pick
 - How it was picked

Inventory is accounted for throughout every step, from shipment to receipt.

Package Assessment Materials

To ensure prompt, excellent service for the MEAP, Harcourt will deliver a high level of quality and accuracy to the packaging of all pilot test booklets. Harcourt will ensure the materials for each school will be packaged separately and that they will be distributed to Michigan District coordinators at the designated shipping address, which may be different than the mailing address.

Harcourt will coordinate and conduct all picking and packing in-house. Harcourt’s system for the packaging and distribution of the test booklets includes the following steps:

- **Planning meetings are held with distribution supervisory staff to clarify all procedures, discuss what is expected at each stage, and to answer any questions about the MEAP.**
- **As MEAP materials are received from the printers, they are entered into an electronic database noting the materials’ location in reserve storage, quantity received, product identification, and product description.**



- **A unique component identification number identifies each component during assembly and packaging, the pilot test booklets will be multiple forms counted into package units, and shrink-wrapped. This is a streamlined process with automated feeders that utilize the most current barcode technology, scanning each booklet identification code, verifying and ensuring form sequence requirements.**

For every order that is picked for the MEAP, the MOS will produce two packing lists. One packing list takes full advantage of the intercommunication of the systems that make up MOS to make the pickers' job as efficient as possible. It tells them what size boxes are best to organize the order well, and the exact quantity of test booklets and ancillary materials that should be put in each box. Once the pickers are finished packing an order, they include this packing list in the first box of every order so test administrators can quickly determine how test materials are distributed among the boxes they receive.

In addition to the comprehensive paper packing list, a packing list is printed on a label and affixed to the outside of every box in an order. The label contains a barcode, or LP address, that pickers scan to signal to the system that the box is complete and prepared for shipping. Should a box get separated from its order, MOS personnel can read the label text or scan the LP address to immediately determine the content of the box, the program it belongs to, and where it needs to go to be included in the proper shipment. It is easy for both Harcourt's staff to ensure a shipment is being fulfilled properly and for your test administrators to organize that shipment once it arrives in Michigan, because of the formation included on the label packing lists. The information includes all the information needed to efficiently organize a large assessment program.

As the Distribution Center personnel pack the boxes, they organize them in a way to allow for a very smooth process.

Harcourt recognizes the importance of Environmental Awareness within the state of Michigan and have, thus, implemented Harcourt's own Environmental Management System initiatives with the OEAA. Harcourt starts with the boxes that Harcourt will utilize on packing OEAA materials. These boxes minimize the use of additional ones because they are reusable. These cartons also have interchangeable flaps. This feature allows a carton to be used for both sending and receiving materials, depending on which set of flaps is on the outside. The cartons are strong and durable with a bursting strength of 275 pounds. They are used successfully for several of Harcourt's large-scale testing programs because of their durability and the specially marked areas for preprinted address labels.

Distribution of Pilot Test Materials

Harcourt will ensure the safe, secure, and timely shipment of all pilot test materials to MEAP District coordinators. Shipping labels will clearly identify school and district name and number and other necessary information. The big advantage of this MOS mailing label is that all information is provided and it can be scanned directly from the tracking label. The LP# is used to ensure that the shipping and carton information on the label match.

This is extremely advantageous in that this will diminish unnecessary additional steps for shipping and tracking materials. Tracking orders with the MOS label will make the process one step easier. All orders can be tracked effectively from Harcourt to its destination.

Answer documents shipped for early return will be shipped using overnight or two-day delivery, as necessary.

Shipping and Distribution of Materials—Harcourt understands that the cost for delivery of all pilot test materials will be the responsibility of Harcourt.

- **Harcourt will provide brightly colored labels, affixed on the outside of the box, to alert District coordinators that that enclosed materials are for the MEAP pilot test and that the materials are to be opened immediately.**
- **Harcourt will ensure that materials will arrive at the office of each district coordinator on or before the state-established testing window.**
- **Harcourt will ensure that all pilot test materials will be packaged by school and sent to the districts upon approval of the District coordinator.**

Harcourt uses only qualified freight and parcel carriers who can ensure that test materials will be delivered on schedule, under secure conditions from Harcourt's San Antonio distribution center to all Michigan locations.

Every carrier has shipment tracking capability. Harcourt instructs its carriers to deliver test materials inside and to obtain a signature confirming the delivery.



Harcourt will ensure that all pilot test materials will arrive within the time frames established between Harcourt and OEAA.

The Harcourt distribution center will work to ensure the security of all MEAP testing materials and student records from the time materials are received, stored, packaged, and shipped.

Security During Shipping—MEAP pilot test materials will be tendered only to carriers that have long standing relationships with Harcourt. They are interested in providing timely delivery of materials in good condition to their destinations. At the time of pick up they will sign for receipt of materials on commercial bills of lading or scan barcodes used for routinely tracking materials to their destination. Consequently, they require a valid signature from a responsible individual upon delivery of test materials. Delivery of MEAP materials will be made by way of established carriers such as FedEx Freight, Mach 1, Eagle Global Logistics (EGL) BAX Global, Con-Way or Roadway. Procedures established in coordination with the Department and the approved carriers, including toll-free telephone numbers, are designed to make both delivery and pick-up of materials easy for Harcourt's customers as well as secure.

District testing coordinators will be notified via email within one day of each shipment.

25. Conduct Pilot Testing (January 2006) The schools should administer the pilot test during the two- to three-week pilot testing period. The development contractor should provide a toll free number for teachers or administrators with questions or comments to readily obtain answers. Teachers should not only administer the assessments, they should also complete the teacher comment forms/surveys to provide feedback on the pilot test items, especially ones that they believe are not appropriate or understandable. The comment forms can be used to identify timing issues and other administration issues.

Harcourt Description 37

Although Harcourt is not responsible for directly administering the pilot tests to students in Michigan's schools, Harcourt will provide assistance to the OEAA and local districts in resolving problems with materials and procedures during the pilot test administration window. Harcourt will also assist the OEAA in communicating the need for the teachers to complete the comment forms/surveys in order to provide feedback on the pilot test items. Harcourt's MEAP Management Team and Customer Service Center will be readily available to the OEAA and local districts to facilitate delivery of needed materials and to respond to procedural questions.

26. Collect Pilot Test Materials (February 2006) The development contractor should provide a pre-paid means for educators to return the materials from the pilot test for scoring. The development contractor should use a method of shipment that permits tracking of the shipment in route and verification of the receipt of the materials by the school. U.S. Postal Service is not to be used. Within a week of the end of the pilot testing period, the development contractor should follow up by telephone or e-mail with schools that have not returned their pilot test materials. If this still does not produce the materials, the OEAA will contact the schools to obtain the materials. It is the responsibility of the development contractor to ensure that each piloted item has usable data from at least 100 students.

Harcourt Description 38

Harcourt will procure all pilot test materials in a timely manner. Harcourt understands that time is of the essence for OEAA; therefore, Harcourt will ensure that all documents containing scorable student responses will be sent by overnight mail. All costs of this effort will be the responsibility of Harcourt. Harcourt will handle the retrieval of MEAP pilot test materials with the appropriate care and quality that is to be expected from Harcourt.

Schools will ship all scorable pilot test materials directly to Harcourt immediately following testing. Harcourt understands the complexities associated with the return of materials and are committed to making this an easy and seamless process for all district coordinators. Harcourt has established a solid partnership with its carriers in this retrieval process. The carriers will have a dedicated staff to servicing the needs of this collection and return of material. Harcourt is confident that this method of return will ensure security of the boxes and integrity their contents.

Advantages to this method of return include:



- **Improved visibility and tracking throughout the return process.**
- **Immediate feedback for any discrepancy resolution.**
- **Reduced paperwork for on-site coordinators, because the carrier will prepare all shipping documents.**
- **Reduces the number of times boxes are handled improving the security and maintaining the integrity of the district shipments so that they arrive intact at Harcourt.**

- **No need to sort or consolidate materials by school or district thus allowing scoring to begin sooner.**
- **Eliminates possibility of lost cartons**
- **Reduced possibility of carton damage**

Log-In of Assessment Materials—Harcourt will log in testing materials as they are returned from schools. No later than 3 days after the conclusion of pilot testing, Harcourt will contact, by telephone, all schools which have not returned their scorable pilot test materials. A list of those schools will be reported to the OEAA daily, beginning no later than three days after the conclusion of testing. Harcourt will count all pilot test materials such as student test booklets and answer booklets sent to the district coordinators. A list of discrepancies will be given to the OEAA on a daily basis. Harcourt will continue the process of material collection, by telephone and/or written communication with the district coordinators, until complete.

Harcourt will require that every item sent from us is unequivocally accounted for when it is returned. Through Harcourt's years of experience, Harcourt has developed solutions to anticipate and handle the challenges presented by the return of a testing program. Harcourt capitalizes on the skill of Harcourt's employees, current technologies, and established systems to make certain that how much of what you need gets to where you need it, in time for a successful program.

27. Conduct Statewide Item Reviews (February 2006) During the time when the development contractor is scoring the pilot tests, OEAA staff will conduct three statewide item reviews. The development contractor will make all arrangements for these meetings and will be present to document the results of the meeting. The development contractor will prepare a summary report for each meeting to be edited and approved by the OEAA.

The intent of these reviews is to seek a broader input on the quality of the assessment items than can be obtained from just using the Content Advisory Committee. Therefore, the OEAA will provide a one-day opportunity for teachers and curriculum specialists in each of the four content areas to review and provide comments on one or more of the pilot test forms. These sessions will be held in the Detroit, Grand Rapids, and Grayling areas. The development contractor will provide copies of the pilot test forms, and a generic review form for reviewers to use in the reviews. The development contractor will also need to determine how the input of teachers will be summarized and used.

Alternatively, the external reviews might be conducted via an on-line item review system. In this case, the review meetings might need to be held at facilities that have banks of computers and access to the Internet, or perhaps without meeting because reviewers would be able to examine the items at home. Of course, security is a concern regardless of where or how the reviews are conducted. Each bidder can propose how to handle this external review while maintaining item security.

Harcourt Description 39

As the pilot tests are being scored, Harcourt will arrange to have 3 meetings with Michigan educators to provide a deeper level of input than is given at a typical Content Advisory Committee meeting. Harcourt will collaborate with OEAA in setting up these meetings for the Detroit, Grand Rapids, and the Grayling areas. All four content areas will be presented in a 1 day meeting to groups of curriculum specialists and teachers in English language arts, mathematics, social studies, and science.



Harcourt will provide copies of the items in the pilot test forms and a generic review form that will allow them to comment on items regardless of content area. The review forms will be collected and summarized by Harcourt. The summary will be sent to OEAA and discussed to determine which changes should be made in the final field test version of the items.

28. Score the Pilot Tests (February 2006) The development contractor will score the assessment items, scanning the multiple-choice items and hand scoring the constructed-response items. Because of the limited sample size and voluntary nature of the sample, intensive analyses will not be possible. However, the development contractor should propose the analyses most appropriate for the pilots. The goal of the pilot test is to verify that the items work – that is, that they produce useful information, which in the case of the constructed-response items means that each item produced a range of responses and that these could be scored using the scoring rubric.



The development contractor will provide industry-standard item-pilot statistics for the bias and content review. In addition, where sample sizes make it feasible, the development contractor will provide additional interpretive information in graphics (based on mutual agreement of the development contractor and OEAA) for flagged items. The graphics should relate the number of correct responses to the proportion of respondents answering the item correctly, with graphical comparisons of groups for DIF flagged items. With the approval of OEAA, the development contractor may provide alternative interpretive information to the review committees.

Harcourt Description 40

In order to facilitate the scoring of the MEAP Pilot Tests, Harcourt proposes key entry of data from student response documents as the solution.

Harcourt's Receiving Department will receive the shipments and assign SCORFLOW® order numbers for those shipments. Documents will then begin their path through Harcourt's scoring process.

Demographic data and multiple choice item responses will be key-entered and the constructed-response items will be scored by Harcourt's Performance Assessment Scoring Center (PASC).

Once key entry of data and assignment of PASC scores has been completed, Harcourt's Scoring Center will provide a data file to Harcourt's Psychometrics Department for analysis.

Performance Assessment Scoring Center

Harcourt's Performance Assessment Scoring Center (PASC) will be responsible for all activities related to the scoring of the pilots for the constructed response items for the MEAP K-12 Assessment.

Background and Experience

PASC was opened in 1988. At that time PASC developed and implemented stringent requirements and procedures for recruiting, training and monitoring readers. Those requirements are still standard at PASC, where Harcourt's mission is to provide accurate, reliable, on-time scores for all student responses entrusted to Harcourt's care.

PASC currently maintains large pools of qualified, trained, professional readers who are well-experienced in scoring a wide range of writing assessments and open-ended assessments in reading, mathematics, science, social science, and other subjects, at each of Harcourt's scoring sites. The PASC staff has a well-established history of working cooperatively with clients to accommodate customization of procedures for developing scoring guidelines, for designing scoring parameters, and for developing and implementing training models. In addition, PASC conducts catalog scoring for Harcourt's published performance assessment products, including *Stanford Achievement Test Series*; *Metropolitan Achievement Tests*®; *New Standards Reference Examinations in Mathematics and English Language Arts*; *GOALS*; *Aprenda*®: *La prueba de logros en español*; *Integrated Assessment System*®; *Stanford English Language Proficiency assessments*. These products include writing, short answer, and extended response formats.

Ms. Linda Ahlfors will work closely with the item development leads from Harcourt in preparing for each of the pilot scoring sessions for the MEAP assessments in English language arts, math, and social studies.

Supporting Ms. Ahlfors will be PASC's content specialists: Ms. Marilyn Olivarez for language arts; Mr. Ed George for math; and Ms. Debra Kocian for social studies. Each of these specialists brings years of performance scoring experience to the MEAP development process. If constructed response items are included in science in future years, PASC will assign a science content specialist to work on those pilots.

PASC will score 100 responses for each of the items to be piloted, using experienced readers who are qualified by subject area. PASC will provide commentaries to Testing Services for each of the items scored. These commentaries will include information noting such things as: did students appear to have difficulty interpreting the item? Did the item elicit a range of responses to match the rubric? What, if any, changes to the item or the rubric would Harcourt recommend.

Given the small n-count per item (100 responses per item), PASC will assign at least two readers per item and provide a single reading per item. However, for each item, 10 responses will be randomly selected for a second reading as a verification check. Results of the second reading will be provided to the item development leads.

PASC will also conduct an across-items review and note any inconsistencies in format or item type in comparison to the specifications and format designated for the MEAP constructed response items.

Pilot scoring will be conducted annually. During the pilot scoring, PASC will notify the MEAP Development Program Manager of any responses containing questionable content. Copies of such responses, with demographic information will



be forwarded to the Program Manager or directly to a designee of OEAA.



29. Analyze Pilot Test Results (March 2006) The development contractor and OEAA staff, along with the Content Advisory Committee, will analyze the results of the pilot test. This includes attention to the statistical results computed for each item and set of items, the comments of teachers who piloted the items, as well as the comments of educators who participated in the external reviews, and the perceptions of the CAC members, OEAA staff and the development contractor. The goal of this review is to determine if the item and set of items worked, but if not, what changes are needed in the item or set of items. Except for very minor changes, the development contractor should save changes to the items for later work.

Harcourt Description 41

The MEAP assessment design uses a two-stage approach to the statistical evaluation of candidate items for inclusion on the exam as an operational item. The first stage is pilot testing. After content and bias/sensitivity meetings have taken place, Harcourt will select items for inclusion in stand-alone pilot tests. For each content area and grade there will be up to ten pilot test forms (the number of test forms will be determined in consultation with the OEAA and is dependent on the number of items available for pilot testing and the number of items needed in future years' assessments). Each pilot test will contain six items per GLCE, there will be no items common between different pilot test forms, and each pilot test will contain items from several related GLCEs. The number of items (and hence the number of GLCEs) will be such that the entire form can be completed within one hour by the students to whom the form will be administered. Each pilot test form will be administered to approximately 100 students across the state.

Because of the small sample size, only the most basic classical test theory-based statistics will provide useful and reasonably accurate information. For selected-response items Harcourt will report on the difficulty and discrimination of the item.

The difficulty of the item will be represented by the proportion of students answering the item correctly (the p -value). The discrimination of the item will be represented by the correlation between the student's item score and the raw score (corrected for the item score) on the pilot test form (the point-biserial correlation). Harcourt will also report a confidence level for the point-biserial correlation, to allow a determination of whether the observed correlation is statistically different from zero (i.e., no correlation). In addition to the difficulty and discrimination of the item, Harcourt will provide analogous measures for each selected-response item distractor. Specifically, for each distractor Harcourt will provide the proportion of students who chose the distractor in question and the correlation between responses with respect to the distractor and the raw score on the exam, along with its associated significance level. These statistics will enable reviewers to identify items with distractors that may be partially or completely correct, or that otherwise are confusing or ambiguous. Finally, Harcourt will provide the proportion of students in each score quartile who selected each distractor. This information will facilitate the identification of items with distractors that are confusing to higher ability students.

Harcourt will conduct similar analyses for constructed-response items. Harcourt will report the mean score for each item, which provides a measure of difficulty for the item. Harcourt will also report the correlation between the item score and exam raw score (corrected for the item score) and its associated significance level. In addition, Harcourt will report the proportion of item responses at each score point to verify that all score points are achievable and that the scoring rubric is functioning appropriately.

Within the contract, differential item functioning analyses are mentioned with relation to the pilot tests. The limited sample sizes mean that any analyses that may be conducted will more than likely be misleading. Camilli and Shepard (1994) state "(T)here is some evidence to indicate that, with sample sizes as low as 400 to 600, DIF indices are likely to be highly inconsistent" (page 131). They cite studies by Englehard, Anderson & Gabrielson (1990) and McPeck & Wild (1986) on this point. Harcourt's experience leads us to recommend that DIF analyses be reserved for large-scale field-test administration of candidate items; bias and sensitivity analyses tend to identify the most egregious examples and those that remain are few and their effects are generally not large enough to be reliably identified with small samples.

30. Conduct Final Bias/Sensitivity Reviews (March 2006) The development contractor should prepare the materials for review by the BSC. This "final" review should help assure that there are no sensitive materials nor biased items in the new item pool. As before, the goal is to correct such biases where possible rather than discarding items.

**Harcourt Description 42**

Harcourt will then conduct additional Bias and Content Reviews, including the data obtained from the field test. Harcourt proposes that these reviews be done through Harcourt's HIRO system. Comments from reviewers can be captured and monitored carefully through HIRO. These comments will be reviewed with OEAA to make final determinations about needed edits.

31. Edit the Pilot Test Items (February – March 2006) Following the CAC and BSC review of the items, the development contractor should make all of the changes indicated in the items and item sets. This may include changes to the source materials, artwork, the assessment items or ancillary materials that accompany the assessment items.
32. Prepare the Materials for Inclusion Into the item Pool (March – April 2006) After all editing is completed, the new pools of items should be included in the electronic item bank accessible by the development contractor, assessment administration contractor and the OEAA. Items should be linked to benchmark or expectation and should include all of the source materials, artwork, the assessment items or ancillary materials that accompany the assessment items. In addition, whatever statistical information is pertinent should also be included in the item bank since item status codes, p-values, estimated IRT parameters, and so forth may be useful in subsequent selection of items for use in the actual MEAP.

Note: While this section provides assessment development plans and schedule for the 2006-2007 school year, the same set of activities will be conducted each year of the contract (2007-08 and 2008-09) on a comparable schedule.

Harcourt Description 43

Harcourt has developed applications and systems that take an item from its creation through its retirement, while keeping it in electronic form. The precursor to the item bank, IDEA, manages the creation, editing, review and approval of a new item. Once an item has been accepted, it will be imported into the item bank using XML technology. XML allows for the capture of both the item content and the item metadata associated with the item. The data will be transferred through an automated process, and a validation step will occur to ensure that all data is successfully included in the item bank. Once the item and its data resides in the item bank, it becomes the single source file that will be used throughout the item's life cycle. Versions of the item as rounds of edits are made can be captured, as well as the changes that are made between administrations.

A 100 percent proofreading and quality assurance steps will be incorporated before proceeding with final item banking of each question. Harcourt will provide the items for the final pool with zero errors or defects.

f. Editing/Publishing of Field Test Forms for 2006-2007

The work up until this time was to prepare items that have a very high probability of succeeding in the field tests. The development contractor must be fully familiar with the assessment design, blue prints, assessment specifications and reporting requirements to ensure that each assessment is replicable from cycle to cycle without sampling benchmarks or expectations to assess; that sufficient items are viable post-field testing to replace all Core items (which will be released), and that embedded field testing is cost effective as well as an effective use of valuable assessment time in the classroom. Again the development contractor and the assessment administration contractor will need to carefully coordinate their work to ensure success on the timeline that exists.

The items produced by the development contractor will undergo one additional round of tryouts (called "field tests") before they are used in the operational assessment. Small sets of new items, measuring a few GLCEs, will be embedded in each of the operational forms of the MEAP at least one year before they are used in calculating student scores. The role of the development contractor will be to help the OEAA select the items to be embedded in the operational forms for field testing and to package and desktop publish these materials so that the assessment administration contractor can insert these field test items within the operational assessments.



The Assessment administration contractor will administer, and score the field test items at the same time as the operational items, complete all necessary analyses, and the BSC/CAC reviews of the field test items. Edits to the field test items will then be provided by the administration contractor to the development contractor, along with committee comments and field test statistics to be updated in the Item Banking Software.



Note that while this section lists tasks for the Fall Grade 3-9 MEAP cycle, similar patterns apply to the Fall and Spring High School MEAP administrations.

Harcourt Description 44

Working with the Administration contractor and OEAA, Harcourt will perform final revision and publishing quality assurance needed to provide items needed to be field tested along with core operational tests.

Harcourt will help the OEAA to select items from the approved item pool to transfer in subtests to the assessment administrator. This process will use the blueprints and any statistical evidence available on the items to develop the field test groups of items. Harcourt will follow the descriptions provided in the contract for numbers and types of items, confirming Harcourt's understanding that is given above in Harcourt's section on operational tests.

Harcourt will prepare the materials in desktop published form so that the Administration contractor can insert the material with the core to provide the versions needed for administration each year. This should provide the material needed to develop the field test forms and perform the tasks required of the Administration contractor.

Following field test, Harcourt will make any edits to the field test items needed after the final committee reviews are organized by the Administration contractor. Harcourt will provide all committee comments and update the Item Banking Software with all field test data.

Harcourt will follow these procedures and cooperate with the Administration contractor. These procedures will obviously be greatly facilitated if Harcourt were awarded both contracts. Harcourt's internal systems are completely compatible. They work through an integrated Information Technology infrastructure and would be able to easily transfer from one step of this process to the next. This would allow for error free transfer and reduction of time and cost.

If Harcourt is selected as the successful vendor for both the development and the administration contracts, the Development item bank will operate as the complete solution for both portions of the work effort. Two individual item banks will not be maintained, which will result in a costs savings for the OEAA. Currently, on contracts which combine the Development and Administration efforts, data is scored and analyzed by two departments, PRS and Measurement and Production System (MaPS). Once statistical analyses are completed, data is delivered to the item banking department, who then loads the statistics into the item bank database and performs quality control steps to ensure the data is loaded accurately and completely. The item bank then becomes the source for item-level statistical data.

If Harcourt is only selected as the Development contractor, the process would occur in a similar fashion. Harcourt have the experience of receiving statistical data from an external vendor, and Quality Control procedures have been created in conjunction with the vendor to ensure that data received is the data expected, and processes to handle any errata discovered during the QC process. The data is verified by the vendor following Harcourt-recommended checklists, then delivered to Harcourt. PRS then reviews the data for statistical integrity and completeness, and passes it on to the item banking department. Another series of QC steps take place to verify the data is loaded properly into the bank and signoffs are collected at each stage for accountability.

Harcourt will maintain the highest level of quality when designing, preparing and printing all of the test material and ancillary material required to administer MEAP. Quality control procedures are in place and audited for every step of test preparation. A staff of professionals is assigned to assure the highest quality product is produced for the MEAP. Harcourt will maintain that the composition and print vendors contracted to complete the work on MEAP follow the same high standards of quality. Harcourt recognizes that the state reserves the right to make changes at any stage of the program. As the state knows, it is preferable to make changes in the early stages of the process as it has the least impact on the overall schedule. When changes are made toward the end of the process more aspects of the program are affected, resulting in significant delays. Harcourt workflow is organized to capture vital changes early in the process throughout the use of sample art, design and layout pages and documentation of key decisions and milestones.

Production services provided by Publishing Operations include the following.

Art—When the art styles have been established, the art department is responsible to delivery art rendering capabilities that comply with approved designs. The art department guarantees that art and images are technically rendered in a way that supports an efficient composition (typesetting) process. The art department pre-qualifies artists all over the country to work on Harcourt's products. These artists are selected based on quality, technical ability and capacity. The art department works very closely with content developers in Testing Services to assure images meet the requirements of the content. Often Harcourt's illustrators meet directly with content staff at a kick off meeting to seek this alignment very early in the process.



Product Design—A designer is assigned to work with you to provide the “look and feel” of the MEAP testing program. Visual elements that require design activity include document format, usage of fonts, art styles and page elements such as headers and footers. If Harcourt is required to follow the look and feel of a program that’s already in place, the designer will assure this connectivity. The designer will develop sample pages that will go through a review and approval process prior to live work being performed.

Composition—The Composition (typesetting) staff is responsible for developing the electronic templates from sample pages approved through the design process. This technical work is done prior to live work as it enables us to plan and validate all aspects of the composition process to assure it is most efficient. The Composition staff produces electronic templates in industry standard platforms such as Quark, Xyvision and InDesign and provides them for external contractors prior to the composition phase. This team is chiefly responsible for technical set up, planning of composition and file set up.

If any outside services are required for design or composition, Harcourt has a long relationship with established art and composition vendors. They are familiar with the demands of educational assessments and are flexible, creative, and supportive of the time-sensitive demands of this industry.

Production Planning—The Planning group is central to working with Contract Testing Programs and Testing Services to plan, schedule and track projects through the production processes. This team does have a keen understanding of the scope of work, product mix, workflow dependencies, and customer requirements for review and communication protocols. The Planner is instrumental in project planning and forecasting so that outside resources can appropriately plan to assure capacity is ready, trained and in place. During the production process, the Planner will identify schedule problems; implement course correction measures with team members, and routinely provides and examines key metrics that are indicators of your program’s overall health through Publishing Operations. The Planner provides job specifications and schedules to the Manufacturing Administrator. These team members will collaborate on a daily basis on the MEAP programs.

Stages of Publishing Assessment Materials

Key activities will be used in producing quality product for the MEAP.

Sample Pages—Design and Content work together to provide representative designs for the MEAP content. These preliminary designs will include text, art styles, headers and footers, and any other key elements for your review and approval. Once you have approved the layout and design, the composition group will begin the process of building templates and programs for the art and typesetting processes.

Composition Rounds (lasers)—Harcourt will use the publishing industry standard Macintosh platforms and software to compose all materials required to support this program. Graphics and images will be electronically created in a way that fully supports a digital workflow for ordering, tracking, reviewing, editing and importing onto composed pages. These native will be formatted into PDF files (Portable Document Format).

Sample Files—During composition, Harcourt will audit and verify accuracy of file set up to ensure Harcourt’s printers receive flawless files.

There are several steps to preparing the field test items and forms:

1. Coordinate with the *administration* contractor on the design and layout of the assessment booklets and answer documents (February 6-17, 2006) Total number of items, forms, style, pages, and other details should be finalized for both the assessment booklets and answer folders. The *development* contractor must coordinate with the *administration* contractor to determine the number of field test items that will be embedded in the operational assessment. The *administration* contractor must provide details of field test item format, style, and standard item location (e.g. 5, 19-22, 48, ...) in the operational assessments for the use of the *development* contractor.

**Harcourt Description 45**

While many of the tasks for a large project can be identified in some detail, there is a significant amount of detail that must be left to the “owners” of adjacent tasks. Coordination between all parties is important, but it is particularly important when different contractors, with different internal systems and unfamiliar staff, are required to interact. Harcourt recognizes the need to collaborate at several stages of the project and commits to a professional, fully collaborative approach in working out the details of interfaces and handoffs with the Administration contractor as well as the OEAA.

With particular respect to the preparation of field test items and forms, Harcourt understand that the Administration contractor will take the lead in specifying key parameters, such as item format, style, and locations, for the field test items to be loaded into operational forms. At every opportunity, Harcourt will approach this discussion as a full collaborator in support of MEAP and the OEAA and will ensure an efficient, professional approach to planning these steps with the Administration contractor.

Publishing Operations MEAP team members work to assure Harcourt’s plans are in alignment with testing services and contract testing program. Harcourt will successfully work with the Administration contractor and the OEAA in coordinating item and layout in an effort to minimize edits after electronic handoff for printing. All parties will communicate all specifications to style, page layout, answer document requirements and total number of items per form during the Kick-off Meeting.

2. Administration contractor provides coordinated assessment designs to OEAA and the development contractor for review (February 17, 2006)

Harcourt Description 46

To address the designs drafted by the Administration contractor, Harcourt’s Test Development and Program Managers will participate in any forum for discussion agreeable to both the OEAA and the Administration contractor. An OEAA-facilitated conference call might be sufficient for this purpose.

Harcourt understand that the Administration contractor will take the lead in developing the assessment designs and will provide the Development contractor, as well as the OEAA, an opportunity for review. Harcourt will provide feedback that is both clear and timely to facilitate the overall effort in support of the MEAP assessments.

After the assessment specialists from both OEAA and Harcourt have reviewed and approved the assessment design provided by the Administration contractor, Production will then begin composing items.

3. OEAA, the development contractor, and the administration contractor resolve outstanding assessment design and layout issues (February 17-22, 2006)

Harcourt Description 47

Harcourt will work with the OEAA and the Administration contractor to resolve any outstanding issues related to design and layout.

4. Administration contractor notifies development contractor of the operational items on each form of the assessments (By March 6, 2006) The *administration* contractor selects successfully field-tested items from the item bank for the current cycle’s assessments, and returns a listing of all items used on the operational assessments to the *development* contractor for purposes of planning item development to replace the used items.

Harcourt Description 48

After the Administration contractor has selected successfully field-tested items from the item bank for the current cycle’s assessments, and the Administration contractor will return a listing of all items used on the operational assessments to the Harcourt for purposes of planning item development to replace the used items. Mr. Brian Brothers, Contract project Manager, will be the point of contact for the Administration contractor.

5. Development contractor selects field-test items to be embedded in the operational assessments (February 20-March 6, 2005) Development contractor selects field test items for the operational forms in accordance with the matrix design for each subject at each grade. See Appendix A for general assessment designs. Generally the operational assessment consists of the following:
 - Core items that all students take and must appear on every form of the assessments. These contribute to student scores.



- Future core items, Extended core items, Replacement (field test) core items, and Vertical Linking items that are spiraled across forms. Each form would have a subset of these. Future and Extended item results are not reported at the student level but are reported at the class, school and district level if there are sufficient students responding to the items. Replacement (field test) item results are not reported because they become operational items in subsequent cycles, and need to remain secure. Linking items are also not reported as part of the student scores nor are they reported as part of the school accountability scores.
- Core items must always appear in the same location on every form so that if a student miscodes a form, the student can still obtain a valid score. Constructed response items requiring the same length and style of a response must be in the same location on every form or be placed at the end of a section or assessment. This makes it possible to minimize the number of answer folders required for each subject and grade and guarantees that all student responses on the Core items can be scored and reported.
- The development contractor will package the replacement or field test items so that they will appear in the same location of each form and the assessment administration contractor can insert them as testlets easily. While the packaging of Mathematics, Science, and Social Studies items is relatively straightforward, the ELA assessments contain a variety of different item types (varying from multiple-choice items for stand-alone passages to extended constructed-response essays) and the packaging may be more complicated.
- The development contractor and the assessment administration contractor both have the responsibility for assessment booklet design and answer folder design. However the assessment administration contractor shall determine the final layout of the assessments. Designs must be coordinated so that administration, scoring and reporting is reliable and accurate, administration by school personnel is realistic, and costs are minimized. The assessment administration contractor and the development contractor must have agreement on and ensure that all items and test comply with the OEAA style guide that identifies standards for all items and tests and subject specific standards.

Harcourt Description 49

Harcourt assessment specialists will select field test items that, based on pilot test results, are promising as well as consistent with the operational test designs for the MEAP. The selected field test items will be grouped and assigned to designated slots or positions in the operational form layout. Harcourt will work with the OEAA to assure that all items required are correctly spiraled across form and the core items will appear in the same location for every form, as designated by the design of the Administration contractor.

It is assumed that these slots will be the same across field test forms and that the items will be packaged to facilitate their insertion in the operational forms by the Administration contractor.

6. Development contractor delivers field-test items packaged by form to OEAA and the administration contractor (March 6, 2006) The *development* contractor will package the appropriately numbered, proofed, and OEAA-approved final copy of replacement or field test items so that they will appear in the same location of each form and the *administration* contractor can insert them easily as testlets or as items interspersed among the operational items. While the packaging of Mathematics, Science, and Social Studies items is relatively straightforward, the ELA (reading, writing, and listening) assessments contain a variety of different item types (varying from multiple-choice items for stand-alone passages to extended constructed-response essays) and the packaging may be more complicated. Final copy is defined as either hardcopy or high-definition electronic (e.g. pdf) versions of the items that can be inserted as is into camera-ready documents. Whether the format is hardcopy or electronic copy is the prerogative of the *administration* contractor.

**Harcourt Description 50**

the packaging of passage-based ELA items (often with relatively large numbers of associated items) will be more challenging than it will be for discrete mathematics, science and social studies items. For ELA, the grouping of passage-based items into available field test positions may require some additional collaborative planning with the Administration contractor and the OEAA to consider options of adjustments to projected grouping or test size or repeated presentations of passages with unique sets of associated items. As the Development contractor, Harcourt is prepared to accept the leadership of the Administration contractor with the design of the test booklet and associated answer folders, but will contribute freely in the interest of maximally supporting the MEAP. Additionally, Harcourt understand that all work (from both contractors) needs to be fully consistent with the OEAA style guide.

7. Coordinated Review of Draft Field Test Forms Booklets (March 7-24, 2006) The OEAA staff assigned to the content area will review the field test forms put together by the *development* contractor and suggest any changes to the items selected or how they are packaged. The *administration* and *development* contractors will be involved in the review.

Harcourt Description 51

After field test items have been selected and pre-assigned in groups/test to forms, the forms will be provided simultaneously to both OEAA and the Administration contractor for review. Use of secure FTP site will be one possible means for efficient and secure communications of secure documents. Other options may be considered as well, but the key is that all parties have a good opportunity to review and provide feedback on these forms in a timeframe consistent with the overall project schedule.

8. Administration Contractor Provides Final Format Specifications for Field Test Forms to the Development Contractor (March 5, 2006) The *administration* contractor will determine the format of the draft forms, including the page layout, font, the numbering of the items (since the field test items are embedded, the *administration* contractor will determine the item placement), and any other layout issues. The *development* contractor shall use these specifications to construct the needed field test forms.

Harcourt Description 52

Harcourt understand that the final formatting of the field test items for insertion into the operational forms must be consistent with the format designated by the Administration contractor. Harcourt will ensure that Harcourt's packaging of the field test items will facilitate seamless incorporation into the operational forms prepared by the Administration contractor.

9. Development Contractor Makes Final Changes to Draft Field Test Forms (March 27-April 7, 2006) The *development* contractor will make any needed changes to the field test forms, substituting field test items for those identified or repackaging the items, as determined by OEAA staff.

Harcourt Description 53

While Harcourt would hope that early planning prepares both contractors for this step, should there be unforeseen issues Harcourt will do what it can to make necessary revisions following reviews by the Administration contractor and the OEAA. Harcourt understand that item substitutions or reconfiguration of the packaged field test items might be necessary.

Harcourt utilizes PDF workflow for transporting to the appropriate reviewer(s). The PDF format allows anyone with Acrobat Reader to review the document and anyone with full version Adobe Acrobat to edit the PDF document.

10. Development Contractor Desktop Publishes Field Test Forms (April 10-24, 2006) The *development* contractor uses the final format specifications provided by the *administration* contractor to desktop publish the field test forms.

Harcourt Description 54

Harcourt is an industry leader in the implementation of a PDF workflow for the editing and production of ancillary materials. This technology allows for the digital workflow of all laser rounds, eliminating the need for faxing or sending the documents through overnight mail. This entire process can be done electronically, saving the time needed to print a paper version and overnight to the OEAA for review and back to Harcourt for revisions.



Password protected PDF files will be transmitted electronically via secure Internet protocol. Harcourt's Information Technology staff will establish appropriate protocols for security with OEAA prior to implementing this technology in Harcourt's workflow. It also increases efficiency and reduces the reliance on paper output for checking work.

PDF review rounds are approved through a cooperative effort between Harcourt and OEAA. Agreed upon communications tools are put into place to ensure that edits, corrections, suggestions and revisions are applied as requested and agreed to by content and editorial staff from both parties. If corrections are needed, Harcourt and the OEAA mutually agree on necessary changes and Harcourt will request page edits from the compositor before final approval is obtained. Harcourt will provide error-free copy to the manufacturing department so a quality printing process can begin.

Working in a PDF environment allows a reviewer to utilize a compare feature in Adobe Acrobat. This feature allows for a comparison between old to new versions of a PDF during the editorial process. File-naming conventions for PDFs are essential for workgroups to exchange files without errors. All users prior to starting an editorial PDF workflow must agree upon the file naming convention. Enforcement of these naming conventions is critical. A published document of the file-naming conventions and training is necessary and done at the beginning of the project

11. Proof of Field Test Forms by the *Development* Contractor and OEAA (April 17-May 8, 2006) The *development* contractor will proof each field test form, checking for spelling, grammar, usage, correct answer, correct coding to GLCEs, correct item numbering, and so forth. Proofing will include development contractor *and* OEAA staff not familiar with the field test items being reviewed. Any needed changes will be summarized for later use. OEAA reviews will be summarized and sent to the development contractor.

Harcourt Description 55

After the field test forms have been desktop published, they will be subjected to a final editorial reviews by both Harcourt and OEAA staff. Harcourt will employ its independent Publications Quality Control team, an internal, third-party quality assurance staff, for this purpose. Harcourt understand that it is the intention of OEAA to provide its own such team for a parallel review.

Production coordinates PDF workflow between OEAA, Harcourt's composition supplier and Harcourt's editorial staff. In the process, Harcourt assure all edits are made correctly per your input.

12. *Development* contractor makes final corrections (May 8-19, 2005) The *development* contractor will make any corrections uncovered in the reviews.

Harcourt Description 56

Harcourt will work with the OEAA to reconcile differences between the OEAA and Harcourt review teams and then will apply any corrections identified during the proofing process.

Production coordinates PDF workflow between OEAA, Harcourt's composition supplier and Harcourt's editorial staff. In the process, Harcourt assure all edits are made correctly per your input.

13. *Development* contractor provides final copy to OEAA (May 22, 2006) The *development* contractor provides final copy to the OEAA to verify that the needed changes have been made. The *development* contractor is also responsible for updating the item bank software system with any changes made to items by this date.

Harcourt Description 57

After making the necessary revisions, the forms will once again be shared with OEAA staff to verify that all required changes have been made. Upon final approval by the OEAA, Harcourt will ensure that all changes are reflected in the MEAP item bank. Harcourt will receive the results of the Field Test and operational items from the Administration contractor. These results will be entered into the item bank.

Final versions of all electronic files will be provided to OEAA for approval. This is the final step in the production process. Harcourt will create PDFs that meet the technical specifications of the Administration contractor's printer(s). The electronic file will be provided according to the media specified by the Administration contractor, either CD or ftp transfers. This will be discussed during the initial planning meeting.



Harcourt's Production team will provide item updates to the MEAP item bank coordinator, as the composition processes are complete. The MEAP item bank coordinator will update the software system with these updates.

14. Final adjustments (May 23, 2006) OEAA verifies that the needed changes have been made.

Harcourt Description 58

Harcourt will provide the OEAA with final copies of all field test forms for OEAA verification of necessary revisions.

Final versions of all electronic files will be provided to OEAA for approval. This is the final step in the production process. Harcourt will create PDFs that meet the technical specifications of the Administration contractor's printer(s). The electronic file will be provided according to the media specified by the Administration contractor, either CD or ftp transfers. This will be discussed during the initial planning meeting.

Harcourt's Production team will provide item updates to the MEAP item bank coordinator, as the composition processes are complete. The MEAP item bank coordinator will update the software system with these updates.

15. Final handoff to the administration contractor (May 24, 2005) The *development* contractor finalizes updates to the item bank with any changes made to items in the previous sub-task (*n*) of this section, and provides final copy of each of the field test forms to the *administration* contractor. Note that the *administration* contractor may prefer to receive the camera-ready field test forms in an electronic format such as MS Word or Adobe PDF rather than in hardcopy.

Harcourt Description 59

With the forms approvals from OEAA, Harcourt will ensure that the item bank is fully updated and will transmit the final field test forms to the Administration contractor. Harcourt will work collaboratively with the Administration contractor to determine that manner or form of delivery (e.g., hard copy or electronic via Word or PDF) that would be most convenient for the Administration contractor.

Final versions of all electronic files will be provided to OEAA for approval. This is the final step in the production process. Harcourt will create PDFs that meet the technical specifications of the Administration contractor's printer(s). The electronic file will be provided according to the media specified by the Administration contractor, either CD or ftp transfers. This will be discussed during the initial planning meeting.

Harcourt's Production team will provide item updates to the MEAP item bank coordinator, as the composition processes are complete. The MEAP item bank coordinator will update the software system with these updates.

16. Receive Results of Field Test and Operational Test Items from Administration Contractor and Enter into the Item Bank (Ongoing) Following each administration cycle, the *administration* contractor will submit operational statistics for all items (and committee review comments and suggested changes for field tested items) to the *development* contractor who will update the item bank with the statistics, comments, and requested edits. The *administration* and *development* contractors are responsible for coordinating with each other on this data exchange.

Harcourt Description 60

Within two weeks of the completion of the scoring, Harcourt will receive the statistical information from the administration vendor and update the development item banking system. With 10 working days of the receipt of the file, Harcourt will provide a report to the OEAA and the Administration contractor detailing the results of the import, any errors or inconsistencies detected during the process, and the resolution to those errors. In the case that the file received from the Administration contractor is unusable, a new file will be requested along with the specifics regarding the issue with the file. Once the data is complete and correct, the data will be loaded into the item bank and verified through the use of a QC checklist that all data is properly loaded.

Note: While this section provides assessment editing/publishing plans and schedule for the 2006/2007 school year, the same set of activities will be conducted each subsequent year of the contract (2007-08 and 2008-09) on a comparable schedule.



3.0 Security

Ensuring security is of paramount importance in establishing and maintaining the highest possible standards of technical quality, perceived fairness, and integrity of the MEAP. It is the responsibility of the vendor to identify a system that ensures that documentation and all assessment items, assessment materials, electronic files, and data are developed, used, and maintained in a secure manner, protecting the confidentiality of all materials, records, and files. The proposed bidder's overall security plan, materials, materials handling processes and data management processes need to be defined, including employee policies, intrusion detection, audit trails, firewall technology, e-mail and other electronic means of data transfer, infrastructure risk, threats, vulnerabilities, etc.

The security of student identity and all items and assessment materials is critical to ensure fairness in the assessment program and provide public confidence in the results of these high-stakes exams. The development contractor must include various means to assure that only the appropriate personnel with direct responsibilities for item development and review, assessment development and construction, and assessment administration have access to assessment materials. The plan must address how security procedures shall be employed for 1) item development, 2) item review, 3) item tryouts, pilots and field tests, 4) assessment review and public access, 5) assessment administration, including the delivery and collection of materials to, at, and from school sites, 6) transfer of secure information among the development contractor, the OEAA, the assessment administration contractor, other contractors, and development sub-contractor(s), 7) document processing, e-mail communication and transfer, handling, and storage, and all other circumstances in which security of assessments and assessment materials is required. The proposal for this subtask must:

- a. Provide a security plan for all secure materials including, but not limited to, items, assessment specifications, assessment forms and student identity. The numbers of booklets sent to a school or Local Education Agency (LEA) is recorded and based on previous use, as well as, numbers of students assigned or registered for an assessment. All answer documents are numbered, using best practices for electronic tracking of assessment materials. Security measures must be documented for all aspects of item development, item reviews, and assessment administrations. This documentation must be provided to the OEAA as part of the monthly progress reports and summarized in the Technical Report, section 1.104 (1) and 1.104 (4).

Harcourt Description 61

Ensuring security is of paramount importance in establishing and maintaining the highest possible standards of technical quality, perceived fairness, and integrity of an assessment program. Harcourt has developed a security system that ensures accurate documentation and that all test items, test materials, electronic files, and data are developed, used, and maintained in a secure manner, protecting the confidentiality of all materials, records, and files.

Harcourt develops, distributes, and scores a number of high-stakes assessments. Therefore, Harcourt appreciate OEAA's concern for security relative to the test items, test materials, electronic files, and data developed for the program. Many of these procedures are referenced throughout Harcourt's discussions of the assessment activities in this proposal. They are summarized here.

Harcourt has policies in place for secure shipment and return of test materials and for secure handling of materials at Harcourt's facilities. Security of test instruments is important to us and vital to the success of the MEAP. To guarantee that services meet the security needs of the OEAA and Harcourt, Harcourt have instituted security procedures in the following areas:

- **Facilities security**
- **Item Development**
- **Printing test forms**
- **Assembling, transporting, receiving, and scoring assessment materials**
- **Storage, retrieval, and destruction of assessment materials**
- **Electronic files, data management, and programming development**



- **Data transfer**
- **Protection from outside incursion**

These procedures are designed to prevent intentional and unintentional breaches of security. They cover security from the time materials are printed until the time that documents and electronic files are destroyed. Harcourt will perform each activity listed below to ensure that accuracy and security of the pilot materials are ensured, using a process reviewed and approved by the OEAA.

Facilities

Harcourt's headquarters and operations buildings feature a state-of-the-art security system. Access to these facilities is computer controlled, as is access to interior secure areas. Movement into and through the buildings is tracked. This system is integrated with a closed circuit television system that provides complete coverage of the sensitive parts of the interior and exterior of the buildings. There are a total of four security guard posts to complement the technical security measures. Three of those guard posts are manned 24-hours a day, seven-days-a-week and the fourth post is manned 16-hours a day, seven-days-a-week.

These security provisions include:

- **Employee computer-controlled identification security badges using proximity access technology**
- **Visitor badges and escorts throughout the complex**
- **Secure storage warehouse facility within the operations building for secure tests and data**
- **Separate, off-site vault storage for data processing tapes and programs**

Item Development

During the development of Harcourt's high-stakes assessment programs, all materials associated with item development are treated with the highest security measures. All item writers and members of review panels are required to sign security agreements that commit them to protect the confidentiality of all items.

Additionally, all steps in the item development process are accomplished through the use of Main IDEA, Harcourt's in-house computer-based item management program. The security measures built into Main IDEA include unique passwords that allow individuals to access only those databases to which they have authorization. After items are entered into the item bank, materials that are no longer needed, such as items and test drafts, are shredded. Hardcopies of the items, final test forms, and backup files are kept in secure storage. Compositor subcontractors working with Harcourt are required to maintain similar security measures.

All electronic files will be maintained under high security by development and production supervisors. A dedicated network device between Harcourt and its suppliers handles all electronic transfer of files. File transfers are made in an uncompressed mode, resulting in 100 percent file veracity during this critical process. Harcourt uses secure FTP sites from Harcourt's web-hosting facilities located in Orlando, Florida. Harcourt use secure user ID and password access to the FTP site to ensure that maximum security is maintained at all times.

Harcourt has a series of firewalls under the direct management of the corporate Information Technology Headquarters that mitigate the risk of unauthorized outside incursion. All access to the wide area network and mainframe must be accomplished via an assigned account with responsibility assigned to an individual. Upon the receipt of signature approval from the OEAA, all test materials, including draft items, pilot test

a. Provide a Security Plan for all Secure Materials

Printing Test Forms

Harcourt has a long established partnership with a select pool of composition and printing subcontractors. These subcontractors must meet a stringent security protocol in order to work on Harcourt material. These protocols include a list of employees who handle materials, submitting of non-disclosure documents, keeping all files, film and plate in a locked location, and the destruction of any overages.

Harcourt maintains the highest level of security in proofing, printing, and binding all test materials. Compositor and printing subcontractors working with Harcourt are required to maintain similar security measures. For the MEAP, as is the case with each of the assessment programs currently published by Harcourt, the following security measures will be instituted:

- **All electronic files, negatives, and plates will be maintained under lock and key by printing supervisors until they go to press.**



- **All electronic transfer of files is handled by an extremely secure store and forward, dedicated network device between Harcourt and its suppliers. File transfers are made in an uncompressed mode, resulting in 100 percent file voracity during this critical process.**
- **Unauthorized personnel will not be permitted access to test files, negatives, plates, or printed copies.**
- **A person authorized to do so will shred all press, bind make-ready, and waste material at the end of each day's press run.**
- **Each production run will be made under the close direction of the appropriate pre-press, press, and bindery supervisor for the MEAP.**

During the manufacturing process, work-in-progress and completed materials are covered and controlled.

Assembling, Transporting, Receiving, and Scoring Assessment Materials

Harcourt's distribution center fills more than 1,500 shipments daily from materials stored in 15,000 storage locations. Harcourt's experience has allowed us to develop packaging, assembly, and distribution procedures that have proven successful for the secure delivery and retrieval of all types of test materials for custom and catalog assessment programs. Harcourt also incorporate quality control checks in those procedures to ensure that shipments are accurate and match any of the program's unique specifications.

Harcourt's procedures incorporate steps that allow us to track materials during shipment. Through Harcourt's long-standing business relationships with several freight companies, including United Parcel Service (UPS), Harcourt can efficiently ship, collect, and track test materials. Procedures established in coordination with Harcourt's couriers, including toll-free telephone numbers, were designed to make both delivery and pick-up of materials as easy for the districts as possible.

To ensure the security of all test materials, Harcourt can also provide accountability for each test booklet. Harcourt can implement procedures that require all test materials to be returned by the districts to Harcourt's facilities in San Antonio. Security procedures implemented vary from manual counts of test booklets, where Harcourt compare the number of booklets shipped to the number returned, to tracking where each test booklet is sent and accounting for each booklet upon its return to Harcourt's warehouse or scoring center. For this highest level of document accountability Harcourt use a process where barcode labels are applied to each secure booklet prior to shipment. By scanning the barcodes before booklets are shipped, Harcourt can capture information about the booklet in a database. When the booklets are returned and the barcodes again scanned, Harcourt reconcile the information in the database to determine which, if any, materials have not been returned.

Storage, Retrieval, and Destruction of Assessment Materials

Harcourt anticipate that any and all instances of missing secure materials will have been resolved, and that all secure and non-secure materials will be destroyed. Harcourt will not destroy any scorable materials, (i.e., any item containing students' responses to multiple-choice or open-ended items) without express written permission by the OEAA.

- b. Provide a security plan for all item and assessment review activities including BSC, CAC and other committee meetings or related individual work such as electronic item development, reviews or other work with secure items.

Harcourt Description 62

Harcourt will provide for the security of all item and assessment review materials. All on-line transactions will be password protected. All participants will sign non-disclosure and confidentiality forms. All participants in the item and assessment review committees will be thoroughly briefed on the security issues, both in all written and verbal communications.

- c. Provide a security plan for tryouts, pilot and field-test administration.

**Harcourt Description 63**

Harcourt will provide a step-by-step security plan to OEAA for review and approval prior to each phase of item and test development. Item tryouts, pilot test administrations, and transfer of information to and from field testing will be protected by confidentiality and non-disclosure agreements. All on-line interactions will be password protected. Harcourt will include a thorough discussion of all pertinent security matters, in all written and verbal communications with participants.

- d. The development contractor must include provisions for security that address various avenues for security breaches, including deliberate attempts, electronic access to information, and accidental breaches and how each instance would be investigated. Suspected breaches must be reported to the OEAA immediately and investigated by the development contractor. Investigations conducted by the development contractor must be summarized and outcomes reported in writing and by email to the Contract Administrator for the OEAA within 5 working days of a security breach being uncovered.

Harcourt Description 64

Harcourt will vigilantly monitor all administrations and on-line interactions throughout the course of this development. Should accidental or intentional breaches of security occur, Harcourt will notify OEAA and begin an intensive investigation. An issues log will be maintained by the Test Development Manager, who will work closely with the OEAA to determine appropriate follow-up. Any items determined to be compromised will be deleted from the item bank, and arrangements will be made in cooperation with OEAA for replacements if needed.

Electronic Files, Data Management, and Programming Development

All access to Harcourt's network is controlled by the network system administrator. The network system administrator assigns access rights based on a clearly defined need to manipulate, create, or develop electronic data. These access rights extend to the mainframe and the corporate intranet.

Data Transfer

Harcourt utilizes secure file transfer protocol (FTP) sites from Harcourt web hosting facilities located in Orlando, Florida. The TEA may elect to use 256-bit, 128-bit, or other file transmission encryption methodology dependent upon the sensitivity of the data being transferred. Harcourt utilizes secure user ID and password access to the FTP site to ensure that maximum security is maintained at all times.

Protection from Outside Incursion

Harcourt has a series of firewalls under the direct management of the corporate Information Technology (IT) Headquarters that mitigate the risk of unauthorized outside incursion. All access to the Wide Area Network and mainframe must be accomplished via an assigned account with responsibility assigned to an individual. Both network and mainframe accounts have passwords that expire on a regular cycle. Password history is kept that requires a user to substantially alter a password upon expiration. Network security is audited on a regular basis, both by Harcourt internal audit and external auditors. Dial in authorization is approved only by supervisors or higher and dial in access is monitored for suspicious activity. Expired or infrequently used accounts are disabled/deleted regularly.

Plan for Assessment Administration Monitoring

Harcourt will monitor all phases of the development process. The Test Development Manager will work with all functional groups to assure the OEAA that all items meet industry standards for best practices, and follow the professional organizations' guidelines for high quality test and item development. The iterative processes described above, of content and editorial review, combined with the corporate commitment to quality assurance, will provide for the high quality of work that Harcourt takes pride in for all its projects.

Plan and Conduct Erasure Analyses

There is no need for an erasure analysis for the field test documents. These documents will be hand scored and key-entered, not scanned for the item development tryout. Thus, providing another cost savings for the OEAA.



4.0 Quality Control and Assurance

The development contractor must include a plan to ensure that all items and assessment materials are accurately, efficiently, and reliably developed, produced, scored and analyzed. The development contractor must provide the facilities, personnel, equipment, processes, procedures, and safeguards necessary to ensure that all materials including answer documents, assessment booklets, administration materials, and ancillary materials are handled securely. The proposal must include quality assurance at all phases of item development, material development and pilot assessment administration, but especially during the handling and processing of secure items. At the request of the Contract Administrator, the development contractor must demonstrate and provide evidence that the quality control procedures are being followed.

- a. Item development: Each item must meet the following criteria:
 - Be based on the State of Michigan's curriculum standards, benchmarks, and expectations;
 - Be coded appropriately
 - Be written in simplified terms to measure the targeted expectation or benchmark, as demonstrated by Readability levels (Lexile or DRP) at least one grade below the grade assessed, except for the Reading assessment;
 - Be evaluated formally (i.e. using the Lexile or other appropriate methods) to ensure that items and assessments are at a reading level at least one full grade below the grade assessed (except for the reading items and assessments);
 - Have only one correct answer;
 - Meet appropriate statistical specifications defined by the OEAA;
 - Receive formal approval of the content and Bias/sensitivity committees prior to being Pilot tested, field tested and at other times as required in this document;
 - Be associated with accurate, detailed passages, graphics, and all other necessary details to allow the OEAA to fully utilize items, including necessary copyright permissions;
 - Comply with other accepted standards for assessment of students;
 - Be available in the prescribed paper or electronic media, and in the prescribed format, style, or in compliance with other industry standards.
 - Be consistent with the OEAA approved style guide.
- b. Samples for pilot testing and field-testing must meet industry standards. Scoring and reporting standards must be detailed in the proposal.
- c. The development contractor must include information to address the following areas of quality assurance and control as they relate to its company and its subcontractors that will be involved with this contract:
 - Describe the standards used for items and assessments in you company;
 - Describe quality assurance and control methods currently utilized.
 - Describe quality assurance and control awards that have been awarded to your company for services similar to those requested in this contract.
 - Describe training your employees have attended for quality assurance and control.
 - Describe your systematic approach to evaluating processes and outcomes and making improvements.
- d. Verification. Data processing and programs must be monitored to ensure accuracy. Describe the handling of items and assessment documents to ensure that all assessment results are correctly attributed to the students, schools, districts, counties, and/or subgroups for which aggregate assessment results are obtained.
- e. Checking output from scoring programs to ensure accuracy. After each pilot and field test administration, the development contractor must conduct appropriate analyses to ensure correct keys, correct coding, scoring and item banking.



- f. Technical Report on Assessment Development. The development contractor must produce a Technical Report annually that describes the entire item and assessment development process including the results, and all methods and analyses used for calibrating, item analyses, summary statistical analyses, analyses to assess differential item functioning (if feasible), weighting, and all other analyses, required or proposed. The Technical Report must detail all analyses used for all phases of item and assessment development. This report must also include a comparison of the characteristics of the current assessment administration to previous administrations and assessment blueprints and specification. OEAA staff must review the Technical Report prior to production of final copy.

The Technical Report must include a section on item development and assessment development for both multiple-choice and constructed response items, as well as any additional items developed. The report must include tabular and graphic displays of data to illustrate the characteristics and quality of assessment scores. The report, to be completed by September 10 following the spring assessment cycle, is to be distributed to the independent evaluator, (5) copies to the OEAA, and one electronic copy. Below is an outline of the topics to be covered in the technical report:

- I. Executive Summary
- II. Introduction and overview of the technical report
- III. Description and results of methods/procedures and analyses used in item development before, during, and after item review committee meetings, including sections on
 - a. Personnel participating in item development including qualifications
 - b. IDT meeting protocols and procedures, including assignments for post-meeting work
 - c. Item writing templates
 - d. Item Writer Training
 - e. Feedback given to Item Writers
 - f. Iterations of Item Writing by the Item Development Team
- IV. Descriptions of and results of methods/procedures used and analyses performed in item tryouts and item piloting, including sections on
 - a. Instructions for item writers on item tryouts (with ~10 students)
 - i. Selecting a convenience sample
 - ii. Administration, observation, and debriefing protocols
 - iii. Gathering pilot results and filling out the pilot results template
 - iv. Unanticipated problems and methods of resolution
 - b. Item piloting (with ~100 students per form), covering
 - i. Sample selection
 - ii. Assessment administration manual and protocols
 - iii. Producing, distributing, tracking, and receiving materials
 - iv. Unanticipated problems and methods of resolution
- V. Descriptions and results of methods/procedures used and analyses performed in item review, including sections on
 - a. Development contractor and OEAA staffing in the various review meetings.
 - b. BSC and CAC participants in item review
 - c. BSC and CAC review meeting protocols and procedures
 - d. BSC and CAC participant training
 - e. Feedback given to BSC and CAC review participants
 - f. Procedures of and information provided in public item review meetings
 - g. Statistical (and graphical, if applicable) information provided to reviewers, including DIF analyses, if statistically feasible
 - h. Decisions and rationales for each item decision
 - i. Review of participant performance
 - j. Review of security procedures for both BSC/CAC and public review of piloted assessment items
 - k. Review of unanticipated problems and methods of resolution
- VI. Descriptions and results of procedures/methods used and analyses performed in constructing assessment forms to assure
 - a. Parallelism and adequate linkage with prior years' assessments (where standards remain the same from year to year)
 - b. Adequate linkage to adjacent grade-level same-subject assessments within the current assessment cycle



- c. Adequate information
 - i. Across the range of achievement (in cycle(s) before standard setting occurs)
 - ii. At cut scores and within score categories (in cycles after standard setting)
 - d. Meeting other purposes in constructing assessment forms
 - VII. Descriptions and results of procedures/methods used and analyses performed in scoring, including sections on
 - a. Multiple choice scoring including erasure analyses
 - b. Hand scoring protocols, rater consistency, rater effects, and an evaluation of scoring rubrics
 - c. Scoring alerts or Danger analysis
 - d. Quality control
 - VIII. Description and results of analyses and procedures used for evaluating reliability and validity of assessment forms and items
 - IX. Description and results of item calibration procedures including IRT analyses where sample sizes permit.
 - X. Description and results of model fit and local dependence analyses where sample sizes permit
 - XI. Description and results of analyses of the accuracy of classification decisions
 - XII. Other analyses to evaluate the quality of all aspects of item development and assessment administration.
 - XIII. Summary statistical analyses for each item
 - XIV. Description of procedures and quality control processes to assure assessment/item security and data integrity
 - XV. Description of procedures to facilitate timely and smooth transitions among the Development contractor, the OEAA, other development contractors, and development sub-contractor(s)
 - XVI. An appendix of all assessment material created beyond the initial item tryout stage (pilot-tested forms and field test forms sent to the administration contractor).
- g. Customer acceptance of items and assessment forms for each subject and grade assessed. Following each round of item editing, the development contractor will submit items to the OEAA for review and approval prior to the next step in the process. A mutually agreed upon schedule will be developed to ensure that adequate time is available for these reviews. Similarly, as forms of each assessment are drafted and edited, the development contractor will submit them to the OEAA for review and approval.
- h. Item and assessment form style guides. The development contractor will develop and adhere to a style guide to prevent any unnecessary editing at the OEAA. The Style guide specifying generic criteria for items and assessment forms will be approved early during the contract and may be modified from time to time with OEAA approval. The style guide will contain a set of standards and criteria that apply to all subject assessments and items. It will also include subject specific criteria and standards.
- i. Report Specifications—All reports submitted by the development contractor must include an Executive summary, full text, and appendices containing all relevant tabularized materials. The executive Summary is to be written as a stand-alone document that can be publicly distributed.
- j. Item Banking System – See the state’s information technology quality plan regarding the design and development of this and other systems.

**Harcourt Description 65****a. Item Development**

At each phase of this development, Harcourt will pay strict attention to the detail required of all items. The repetitive content and editorial reviews, along with rigorous quality assurance processes will assure that the items all meet the criteria outline in the contract. Harcourt will assure the OEAA that each item has been reviewed for appropriate coding and measurement of the curriculum standards, benchmarks, and expectations for the State of Michigan.

The Readability levels of all items will be reported in Lexiles and, except for Reading, be at least one grade level below the tested grade. All items will be written in as simplified a manner as possible to assure this conformance to Lexile Readability criteria. Harcourt will assure the OEAA that there is only one right answer for every question. All items will meet the prescribed statistical parameters. All passages and items will be approved at each stage required by bias and content review panels.

Passages will be detailed, have all facts checked for accuracy, and include all necessary source material, graphics, and needed copyright permissions so that the OEAA will be able to use the items fully. All items will comply with best practices assessment standards for students. Harcourt will provide all items in prescribed format, style, including paper and electronic media. All items will be check for conformance with the OEAA style guides.

In selecting Harcourt as the Michigan Development contractor, the OEAA will gain an experienced testing partner who will diligently work with the OEAA to create pilot and field tests which exceed industry standards. Through every step of the development process, highly qualified Harcourt staff will work collaboratively with the OEAA to ensure that the pilot and field test requirements are appropriately being met.

As part of the annual project planning, Harcourt's Requirements Analyst assigned to the Michigan team will prepare a comprehensive set of scoring and reporting specifications that provide detailed descriptions of all procedures and methods used to develop the Michigan pilot and field tests. These specifications will be shared with the OEAA for approval to ensure that all requirements are correctly documented for each aspect of the program.

For cost effectiveness, due to the size of the sample for testing, Harcourt will employ key entry of data from student response documents. This method of processing documents through Harcourt's Scoring Center has proven to be a cost effective, efficient and reliable method of processing documents as an alternative solution to the development of scanning and scoring programs, and is routinely employed by Harcourt.

Harcourt's Receiving Department will receive the shipments and assign SCORFLOW[®] order numbers for those shipments. Documents will then begin their path through Harcourt's scoring process.

- **Demographic data will be key entered from the student response document**
- **Multiple choice item response data will be key entered from the student response document**
- **Constructed-response items will be scored by Harcourt's Performance Assessment Scoring Center (PASC)**
- **After scoring of the constructed-response items, assigned scores will be key entered into the student file**
- **Once all data entry has been completed and verified, Harcourt's Scoring Center will provide a data file to Harcourt's Psychometrics Department for appropriate analysis as specified in your requirements**
-

Harcourt's Scoring Center personnel will work closely with your assigned Requirements Analyst in designing and fulfilling your exacting requirements in order to facilitate the task.

c. Quality Assurance and Control

Process for Item Development Quality Assurance

High-quality items are the expectation in Testing Services. To meet this expectation and ensure that Harcourt's product is better than the competition's, there are three points in the test development process that require formal and systematic quality control checks: **Item Review**, **Final Form Review**, and **Publishing Review**.



Quality Control Steps

QA – Item Review—Item Review consists of a Random Item Review and Complete Item Review. The purpose of the Random Item Review is to identify content issues and provide feedback to the assessment specialists that can be used to improve their skills. The Complete Item Review is focused on delivery of high-quality content for committee review.

For the **Random Item Review**—A National Consultant (NC) reviews a sample of items developed by each assessment specialist (AS). If any areas of need are identified, the NC works with the AS to make improvements. The AS is then responsible for reviewing other items for similar issues. This exercise will allow the AS to avoid making similar mistakes in future projects and will ensure that areas needing improvement are addressed early in the process, before items are reviewed by the client. This quality check should increase client approval rates and reduce the number of mistakes caught by an NC during this internal quality control check. It also should contribute to the development of higher quality items by assessment specialists, as they are given opportunities to improve their skills.

For the **Complete Item Review**—A lead assessment specialist (or several assessment specialists) within the content area but outside of the project reviews each item that will be presented to a committee. If any errors are found, the reviewer works with the AS to correct mistakes. This ensures that mistakes are caught before content is sent to the client. This should increase the approval rates at committee.

The following steps provide the standard operating procedure (SOP) for completing item review:

1. Each project uses a Quality Control station within the Main IDEA project. Titles for batches should include identification of the authoring AS, e.g.: {Quality Control – A Flores}. This ensures that the batches can be easily identified and grouped together.
2. Developed items are transferred to a Quality Control station
 - a. after developing the AS and the project editor deem content ready for Senior Review, and
 - b. before items need to be sent to various committees (allow sufficient time for items to be in a Quality Control station before being sent to committee).The AS notifies the Quality Control Coordinator that items have been moved and the Quality Control Coordinator notifies the National Consultant (NC) Lead.
3. For **Random Item Review** – Sample items are reviewed and appropriate comments (notes) made in the Word document.
4. The AS is notified that specific items have been reviewed, and is asked to review notes and make appropriate adjustments to items. Reviewed items that require consideration will have the note “Check item in Word” in the comments section of the Item Data page.
5. The AS notifies the NC that changes have been made to reviewed items.
6. Changes are reviewed and accepted or not accepted.
 - a. If accepted, the AS deletes notes from Word document, transfers items to Quality Control batch, and readies item for committee review by working with the project editor to follow the standard procedure for specific projects.
 - b. If not accepted, the NC reviews identified items with the AS.
 - c. The NC is notified by the AS when new changes have been made to identified items.
 - d. 6b and 6c cycle until items are acceptable.
7. Records of number and type of problems, turnaround time, and number of required revisions will be maintained by the NC for each sampled item, by the AS first, then by the project.
8. For **Complete Item Review**—Edits will be made by reviewer and sent to the AS.
9. The AS makes appropriate changes.
10. Reviewer moves batches to appropriate station. (Items in this station are officially approved for presentation to the client.)

QA – Final Form Review—The purpose of this review is to identify any glaring errors that would render an item invalid or that would compromise the relationship between Harcourt Assessment, Inc., and the customer. During Final Form Review, final checks are made on the tests, pull lists, and test maps.

Senior-level assessment specialists who are not involved in item development on a given project review each test for errors in content, alignment, form building, etc. If errors are found, the reviewer notifies the Coordinator of Final Form Review. The Coordinator then passes along the information to the appropriate content lead on the project. This QC step is intended to be the last opportunity for assessment specialists and editors to review and approve content and outputs (pull lists and test maps) from the test development process that are sent to Production and Measurement and Production Systems (MaPS). The intention of this push is to conduct content editing prior to test composition, given that edits made during composition are more expensive and time-consuming.



The following steps provide the procedure for completing a Final Form Review:

1. After a mock-up of the core form is created, the project editor notifies the Program Manager, the Test Development Manager, the Senior Director of Editorial Services, and the Coordinator of Final Form Review, by telephone and e-mail. The notification includes the deadline for completion of Final Form Review.
2. Before starting, the reviewers will read two documents, Roles and Responsibilities of Final Form Reviewer and Rules for Final Form Review.
3. Final Form Review materials are prepared; reviewers are assigned; and a checkout system is created.
 - a. The project editor delivers all materials to be reviewed to the Coordinator.
 - b. The Coordinator creates tracking logs and diskettes containing the Final Form Review Comments Sheet.
 - c. The Coordinator notifies the Senior Directors by telephone and e-mail message.
 - d. The Content Directors assign reviewers.
 - e. The Coordinator manages and monitors workflow for the review, alerting the Senior Directors if it appears the deadline may be missed.
 - f. The reviewers add their comments to the Final Form Review Comments Sheet (electronically only) to indicate errors and concerns in the core items and field-test items and to make recommendations about removal and replacement of these items. The reviewers also indicate on the form any problems with the pull list, such as incorrect keys, the same answer choice keyed more than three times in a row, etc.
 - g. Reviewers return the materials to the Coordinator.
4. If reviewers find errors in any core items and make recommendations for changes to the core,
 - a. the Coordinator delivers the materials to the Content Director for that project.
 - b. the Content Director meets with the Content Lead, the assessment specialist (AS) who developed the test and, if necessary, a psychometrician. If a recommendation is made to replace a core item, the AS rechecks the form to ensure that new problems such as clueing are not introduced into the form because of the recommendations. (Note: Core items are NOT to be edited.)
 - c. the Content Director and/or Content Lead notify the Test Development Manager by telephone of the recommended changes to the core. An explanatory e-mail to the Test Development Manager immediately follows the telephone contact.
 - d. the Test Development Manager communicates the recommended changes to the client if such communication is required or advised before changes are made.
 - e. if the client agrees to the recommended changes to the core, or if the client's agreement is not needed to make the recommended changes, the Test Development Manager notifies the project editor, the AS who developed the test, the Content Director, the Content Lead, and the Coordinator of Final Form Review that the change is approved and is to be made immediately.
 - f. if the client does not accept the recommended changes to the core, the Test Development Manager documents the reason for the refusal and notifies the project editor, the AS who developed the test, the Content Lead, the Content Director, and the Coordinator of Final Form Review to that effect.
5. After all Final Form Review comments have been addressed, the AS who developed the test checks in all review materials to the Coordinator.
 - a. The Coordinator uses the Final Form Review Comments Sheet to develop an Error Log for the project. The Error Log indicates the project, the reviewer, the content area, and the errors (or types of errors) identified during the review.
 - b. The Coordinator returns the review materials to the project editor.
 - c. The Coordinator sends the Error Log to the Senior Directors and the National Consultants Group.

QA – Publishing Review—The purpose of this review is to ensure that there are no editorial errors in materials required for test administration. Typically, these materials will include the test booklets, Directions for Administering, and answer documents, but may also include other materials (e.g., resource booklets, formula sheets).

The Publishing Quality Assurance group is a “shared service;” that is, it supports both catalog and custom programs. This group is responsible for doing final checks of test materials prior to their release to print. These checks will include doing a cold read, taking the test, and cross-checking interrelated documents (i.e., test booklets, answer documents, and Directions for Administration) for accuracy, consistency, and workability. Based on these final QA checks, the QA editor provides a written description of any questions and/or errors noted, proposing alternate wording or corrections as appropriate, and gives this write-up to the assigned/submitted project editor for resolution. The project editor then works with the appropriate assessment specialist to provide written responses to QA queries, either approving corrections, setting wording as submitted, or providing alternative solutions. The submitting project editor then provides to the QA group a copy of the write-up along with Assessment/Editorial responses and any corrected pages.

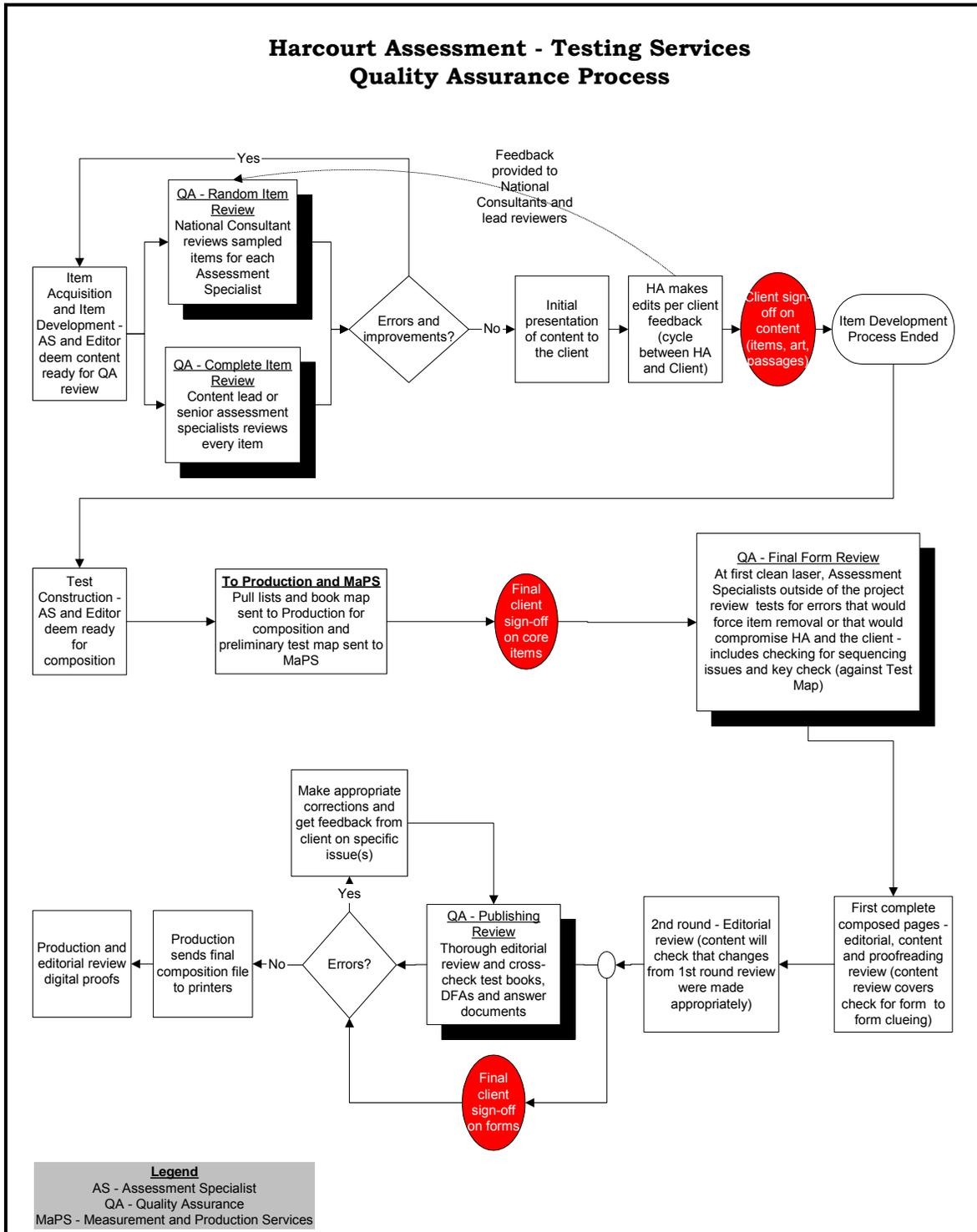


Once the issues on the QA write-up have been addressed, the QA group provides a sign-off on materials. No material should go to print without this QA sign-off.

All development schedules must include at the back end of the timeline an inviolable window of time for these QA reviews. To avoid “bottlenecks,” project Assessment/Editorial staff must make responding to QA write-ups a priority responsibility that preempts almost all other tasks. Finally, emphasis must be placed on the order in which materials are released; that is, while it is impractical to assume that all interrelated materials will be submitted to the QA group simultaneously, the order in which they are submitted must support the cross-checking of the materials. For example, an answer document cannot be cross-checked against a test booklet if the test booklet has not already been reviewed and signed off. Ideally, the order of submission/approval should be (1) test booklet, (2) answer document, and (3) Directions for Administering.

The following steps provide standard operating procedure (SOP) for completing a Publishing QA review:

1. Following sign-off, the project editor or designee prepares material for submission to the QA Publishing Review group. The group will retain copies of all submitted materials to facilitate the cross-checking of materials as they are submitted. The submitting editor completes a submission form indicating requested turnaround time along with any other special instructions or required documentation. The submission form also serves as the error/query log. For test booklets that have combined core and field-test items, the submitting editor must provide information stating which items are core and which are field test. For test booklets, a copy of the Assessment-approved answer key should be submitted along with the test booklets.
 - a. The Publishing QA supervisor prioritizes submitted requests on an ongoing basis and assigns work to QA editors.
 - b. Using a checklist developed by the QA group for this review process, the QA editor does a cold read of submitted material and notes any errors/queries on the submission form.
 - c. The QA editor cross-checks test materials and notes any errors/queries on the submission form.
 - d. The QA editor takes the tests, checks responses against the submitted key, and notes any errors/queries on the submission form.
 - e. The QA editor photocopies the submission form containing all errors/queries and returns the form to the submitting editor.
2. Upon receiving the error/query log from the QA editor, the project editor or designee does the following:
 - a. reviews the QA write-up, noting on the form a response to each editorial error/query noted. These responses will usually be very brief (e.g., a noted typo could be addressed by the word “Fixing,” while a query might be addressed with the phrase “Okay as is” or “Revising according to customer style”).
 - b. meets with the appropriate assessment specialist to obtain responses to any assessment-related queries/errors, and these responses are noted on the form.
 - c. marks copy for any needed corrections and submits the mark-up(s) to Production.
 - d. Upon receiving pages back from Production, checks the new copy to ensure that the requested edits have been correctly made. Once all corrected pages have been approved by the project editor or designee, he or she signs off on the error/query log and returns the log, along with any corrected pages, to the QA Publishing group.
3. Upon receiving the signed-off error/query log and any corrected pages from the project editor or designee, the QA editor does the following:
 - a. double-checks that all queries/errors have been addressed and that all corrected pages provided have adequately resolved the problem(s) noted. The QA editor notifies the project editor if there are problems during this phase.
 - b. Once satisfied that all errors/queries have been addressed and/or corrected, he or she signs off on the submission form and provides a copy of the sign-off to the project editor. This sign-off authorizes the project editor or designee to release the document to the printer.



Describe Training Your Employees Have Attended

All Harcourt employees are required to attend the Harcourt Quality 101 training and the Philip Crosby 5 Step Problem Solving training. Harcourt’s Quality Assurance staff receives formal training on all aspects of the quality assurance process. Quality Assurance training also includes comprehensive training on testing and the scoring process.

Describe systematic approach to evaluating processes and outcomes and making improvements

Continuous improvement is a standard at Harcourt. Harcourt continually strive to improve Harcourt’s processes to make them more efficient and effective. Whenever a process does not flow as expected, Harcourt’s employees are required to use the 5 Step Problem Solving process to evaluate the process. This 5 Step Problem Solving process includes:

- **Step 1 – Define the Problem**
- **Step 2 – Fix the Problem**



- **Step 3 – Determine the Root Cause**
- **Step 4 – Determine the Corrective Action**
- **Step 5 – Evaluate and Follow-up**

Audits of processes and procedures are conducted to assure best practices are in place and followed. The Harcourt Quality Manual serves as the defining document for all standard procedures and best practices.

d. Verification

Harcourt Quality Assurance will prepare a test deck of mock data to verify all scanning, editing, scoring, reporting, and data file programs. Results of the test deck as it is processed are verified against expectations of the test deck specifications. Independent programs are written within the Quality Assurance Department to verify the accuracy of the score programs and all aggregate results.

e. Checking Output From Scoring Programs to Ensure Accuracy

A standard process at Harcourt is to perform a key check trian to verify the accuracy of the scoring keys. Each item is verified against the test map to assure that all items were keyed as expected. An exception report is also generated from the key check trian to identify all items with negative point bi-serial. Once the key check trian is reviewed by the Quality Assurance Verification team all items that did not perform as expected are flagged and reviewed with Harcourt’s Testing Services content staff to assure the item was keyed correctly. During the key check verification process all item id’s and content designations are also verified against the test map to assure 100% accuracy as the item statistics are prepared to load into the Item Bank.

f. Technical Report on Assessment Development

Harcourt understands the importance of a well-written comprehensive technical report to the OEAA, and will produce a yearly report for delivery to OEAA, the independent evaluator, and any other persons or organizations that OEAA may designate. Harcourt will deliver five paper copies and one electronic copy in PDF format to OEAA and one paper copy to the independent evaluator. The technical report will, at a minimum, contain the information specified in the outline contained in the Contract and will be submitted to OEAA for review and approval prior to production of the final version. In addition, Harcourt understands that the outline presented in the Invitation may have items added or deleted at the discretion of OEAA. The final version of the Technical Report will be delivered to OEAA and its designees prior to or on September 10th for the preceding Spring assessment cycle.

g. Customer Acceptance of Items and Assessment Forms for Each Subject and Grade Assessed

The Test Development Manager will also verify throughout the process that OEAA has been consulted, reviewed and agreed to the acceptance of each item entered into the item bank. This will be done through a series of sign-offs at each stage of the development process.

With each round of editing, Harcourt will submit the changes suggested to the OEAA. The MEAP project schedule will be arranged so that there is adequate time for these reviews. This will occur at each stage of development, including the creation of forms to be provided to the Administration contractor.

Graphics

Art and other graphics used in items and passages are acquired in a separate process through the Harcourt Production department. Assessment specialists will order art as items are developed. Art will then be approved and inserted into the item text in Main IDEA.

Universal Test Design

All items will be developed following universal test design guidelines. Universal test design ensures that assessments are accessible and valid for the widest range of students, including students with disabilities and students with limited English proficiency. Applying universal test design during the development process eliminates the need to address awkward after-the-fact accommodations, and provides a better assessment for all students. The following table identifies some principles of universal design that are incorporated during the item development process.

Does the item provide access for the greatest number of test-takers?
Is the item free from bias in the areas of —
• gender;
• race;
• religion;
• socio-economic status;
• age; and



<ul style="list-style-type: none"> • culture?
Is the item sensitive to —
<ul style="list-style-type: none"> • special needs groups (e.g., physically disabled, visually impaired, deaf/hard-of-hearing people; and • second-language learners?
Does the item avoid offensive or disturbing information?
Is the question asked in the simplest language suitable for the content? Does the item —
<ul style="list-style-type: none"> • minimize clauses and use of compound sentences; • use vocabulary at or below grade-level for all non-content words; • avoid multi-definition words (e.g., How do you get down from a duck?); • avoid irregularly spelled words (e.g., dough, align) ;
<ul style="list-style-type: none"> • avoid use of surnames, using common first names instead; and
<ul style="list-style-type: none"> • use consistent terminology instead of varying names for the same concept?
Is the art accessible to the visually impaired?
<ul style="list-style-type: none"> • Are all elements that contribute to answering the question at least 1/8"? • If too complex to Braille, can art be rendered via verbal description? • Are symbols and icons easily distinguishable from one another?
<p>Is the stem a complete question closed by a question mark? Have the number of open stems ending in em-dashes been kept to a minimum?</p> <p>Will stimulus and all accompanying items fit on a single page?</p> <p>For multi-part extended response items, is each question clearly indicated with a separate bullet, letter, or number?</p>

h. Item and Assessment Form Style Guides

Prior to the production phase of the program, Harcourt will recommend specifications on page layout and geometry through the use of Production Specification Guide, Style Guide and Sample page layouts. The basis of these recommendations will derive from existing OEAA style guides and preferences, which will be confirmed during the initial planning meeting. Harcourt will keep the Administration contractor informed of all approved decisions regarding the test book design and layout through the use of a Production Specification Guide and a Style Guide. This will ease the incorporation of the field test items into the operational test layout. The Style Guide will contain the OEAA style requirements in addition to approved recommendations regarding editorial preferences. Once approved by OEAA, they will be shared with all parties.

Harcourt has extensive experience in managing and producing high volume, large scale and complex multi-form assessment programs. Harcourt provides innovative approaches in the areas of design and composition, project planning, scheduling and tracking of materials, and manufacturing. These approaches can provide time and cost savings while still maintaining Harcourt commitment to security and quality.

At the initial planning with the Department, the review time at each stage is discussed and agreed upon, maintaining the transfer of material to the Administration contractor. Testing programs require very detailed planning, tracking and scheduling throughout the publishing process. Harcourt will work very closely with OEAA and with Harcourt's subcontractors to ensure that all milestone dates are met and that each party is informed of the current status of the program. Internally, a database called PARTS is utilized to track all key milestone dates, document specifications and laser rounds. Reports are generated from this database and shared with other functional groups within the company to ensure that schedules are being met.



Typical management tools in Publishing Operations include the following.

Production Plan—This document establishes the number of components, document specifications, milestone dates and the internal workflow between Harcourt departments and the Production/Manufacturing subcontractors.

Specification Binder—Very specific technical information regarding the page specification, scannable specification, font usage, libraries, art guidelines, style palettes, color usage, dpi settings, PDF setting and page geometry is gathered in this document and sent to the production team and subcontractors.

Materials Requisition Form (MRF)—This document captures the scope of the scope of work for the program. As this electronic document routes, each functional group in Harcourt contributes to this document by compiling a list of components to manufacture, the printing specifications and the delivery date of material to the Harcourt distribution center and the OEAA. Data collected in the MRF is sent to the PARTS database. This is the first of many quality checks to ensure all the components needed for the program are manufactured according to the specifications and the required quantities.

Production Schedule—The key Production milestones of the program and scheduled dates for PDF review rounds are captured in this document as well as the specifications for each individual component. The database, PARTS, is updated daily. This tracking information is pulled onto a report, which is called a Production Schedule. The Production Schedule is reviewed at each Production Meeting to measure the progress of the program.

Harcourt incorporates both internal and external checks at every stage of product development. Each stage affords the OEAA and the Harcourt editorial team review time. Harcourt incorporates an additional quality review as part of Harcourt's normal workflow process.

Security

Harcourt has a long established partnership with a select pool of composition and printing subcontractors. These subcontractors meet a stringent security protocol in order to work on Harcourt's programs. These protocols include execution of non-disclosure agreements, keeping all files, film and plate in a limited access location, and the secure destruction of any overages.

i. Report Specifications

All reports submitted under the auspices of this contract by Harcourt to OEAA will contain the full text of the report as well as appendices containing all relevant information and data. In addition, for each report Harcourt will prepare an executive summary which will be provided with the report and will be prepared so that it can be distributed as a separate, stand alone document that can be read and understood without reference to its associated report.

j. Item Banking System

After the item banks are developed, the application and the data will be subject to a strict Quality Control Process to ensure the item banks and the information contained inside is of the utmost quality. Quality control procedures include, but are not limited to:

- **QC of Items:**

A comparison of each item should be done to compare the hard copy and preview to the text on the item data screen and preview in the item bank.

Use the source documents to ensure the correct answer is cited in the bank, and that the item type is correct.

Pull a query from IDEA (if used on project) to obtain the standard information for each item.

- **QC of Passages:**

A comparison of each passage should be done to compare the hard copy and preview to the text on the passage data screen and preview in the Item Bank for each passage.

The metadata that is associated to the passage (Passage Title, Author, Word count, etc.) should be verified against the source document that was used to populate the database. Verification from the source (Content, editorial) should be sought by providing a exported list from the item bank for review by the source.



- **QC of Passages-to-Items:**
View each passage in the bank, one by one, and verify all appropriate items are linked to their respective passage.
- **QC of Art:**
After all art is loaded into the bank, review the list of art to ensure the descriptions of each item was imported into the bank correctly,
Compare the individual pieces of art to each piece of stored art
- **Metadata QC procedures:**
Export item metadata out of the item bank, import the data into external database, and perform queries (null, unmatched, duplicate, and crosstab) to verify the data is linked together properly and all data is accounted for.
- **QC of Statistics:**
Export the records from the item bank (CID and all stats) to external database and compare to the records provided by MAPS and Psychometrics.
- **Functionality (end-user testing):**
Verify that the item bank functions as required:
Fields which should be searchable or modifiable should have that functionality;
Linking between modules of the item bank should be correct;
Built-in search functions, such as viewing items associated with a passage, etc., should return correct results.
Verify that selected sets can be saved and exported from the bank, and re-imported into a bank on a second computer.
Testing of all standard reports
Verify that the saved forms, selected items, and found sets have been cleared before the final compile.
- **QC of Deliverable Product:**
Verify the release date and version number on the compiled version of the item bank
Verify the runtime version launches correctly on two computers locally
Print all reports to verify that they did not shift or break when being compiled (check separation lines, alignment of text, correct is data is pulled, etc.)

5.0 Independent Evaluation

A Technical Advisory Committee (TAC) will independently monitor all assessment development and implementation processes, including information gathered in tryouts, pilot testing, field-testing and item development. The TAC may also make recommendations for revisions in design, administration, scoring, processing, analysis, or use in the examination.

Harcourt Description 66

Harcourt's Lead Content Development staff and Harcourt's Psychometricians will work the TAC to revise most changes in the pilot test design, administration, scoring, processing, analysis, or use in the examination.

6.0 Statistical Analyses

The development contractor will conduct and report statistical analyses as specified in the Technical Report section.



Harcourt Description 67

Harcourt will, as the lead Development contractor, conduct statistical analyses appropriate to the size of the sample for pilot test administrations and will report these analyses as detailed in the outline for the technical report in the contract. In addition, all qualitative analyses carried out in association with the informal tryouts conducted by item authors will be summarized and reported in the technical report as detailed in the aforementioned outline.

7.0 Interactions with Other State Agencies

The development contractor will also work with the OEAA of Information Technology at the State of Michigan during the development and implementation of the item bank system. From time to time, the development contractor may be required to participate in discussions with the OEAA and other state departments or agencies to accomplish the objectives of this contract.

1.2 Roles and Responsibilities

1.201 DEVELOPMENT CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

The Development contractor will be responsible for all tasks required to complete the project as described in the Scope of Work. The Development contractor shall provide a list of all key personnel, and/or development sub-contractor(s), along with their role and level of expertise during any phase of this contract. The State Contract Administrator to this contract must be informed by the Development contractor of any changes to key personnel and/or development sub-contractor(s) involved with this contract as soon as the Development contractor is aware of such change(s) (see section 2.506).

The administration contractor and all sub-contractors will fill out the key personnel resume form for each of the key personnel defined here. Indicate the percentage of dedicated time to this contract for each key personnel plus percent of time on other projects. This will serve as the resume to be provided for this contract.

Harcourt Description 68

Harcourt's many years of experience as the leading provider of program management and other customized services is a valuable tool in the success of programs administered around the United States. Our experience allows us to anticipate challenges and make recommendations that will allow the program manager and Harcourt to give a customized management approach to each program. Our large group of program managers provides assessment services for the programs of 21 states and 15 large school districts, including several of the largest statewide testing programs in the country. Harcourt also provides assessment services for large cities such as New York City, Houston, Cleveland, and Boston. Each year our efforts play a role in the educational lives of more than nine million students who take the tests that Harcourt develops, produces, administers, and scores.

Program Management

Harcourt's MEAP Management Team proposed for the MEAP Item Development will serve as a manager and overseer of all activities associated with this program. These professionals have developed numerous innovative methods of meeting program requirements by applying the lessons learned from years of experience with many different assessment programs. Flexibility and the ability to adapt to the unexpected or required changes are the foundation of our support.

Upon award of contract, the OEAA staff will receive e-mail addresses and mobile telephone numbers for each member of the MEAP Management Team. The mobile telephones allow the MEAP Management Team to be accessible for any questions or concerns any time of day, seven days a week. In addition, Mr. Duane Manning, Senior Program Director, utilizes the BlackBerry® technology, which serves as a mobile telephone and an e-mail management device. By providing these communication tools to the OEAA staff, the MEAP Management Team demonstrates their commitment to the OEAA and your assessment program.

Key personnel contract roles

Contract project manager

operations manager

production manager(s)



distribution manager

lead psychometricians

lead item development staff by content area (science, social studies, ELA, mathematics)

IT project manager

item banking specialist

item/test editing supervisor/lead

committee meeting coordinator(s)

Information Technology

and any other key personnel (dedicated more than 20% of time) that are needed to meet the requirements of this contract.

See section 2.506 for additional personnel requirements.

**Harcourt Description 69****Contract project Manager**

Mr. Brian Brothers, Contract project Manager, will be the Michigan Program Manager on the MEAP Management Team. He will dedicate his time to the MEAP Item Development program for the duration of the contract.

Mr. Brothers education background includes a Masters in Business from the Texas State University, a Bachelors in Economics from the University of Texas at Austin, as well as a project Management Professional certification. Mr. Brothers has experience managing projects of increasing complexity such as the Arizona Instrument to Measure Standards (AIMS), Massachusetts Comprehensive Assessment System (MCAS), and Wyoming Student Assessment System. Mr. Brothers also has experience in program control and financial support of multi-million dollar federal contracts.

Mr. Brothers will dedicate his time to creating and maintain schedules, monitoring all activities to ensure timely delivery of products and services, producing and submitting reports to the OEAA, and attending meetings with OEAA staff. Mr. Brothers familiarity with custom, high-stakes programs will ensure that all phases of MEAP Item Development program are well monitored and promptly implemented.

As the Sr. Program Manager for the MEAP Item Development Program, Mr. Brothers will have the authority to draw upon the full range of our resources to meet the demands of your item development program. Mr. Brothers is an experienced contract and customer-relations manager who is skilled in managing projects with multi-million dollar budgets and in working with city, county, state, and national education agencies and decision makers. Mr. Brothers will provide project management to the overall program, and he will have overall responsibility for coordinating all item developing and reporting activities with Harcourt's departmental teams to ensure the following:

- Publishing Operations—**that all materials are properly produced**
- project editors—**that all materials are thoroughly proofread and checked during the manufacturing process**
- Quality Assurance department—**that all necessary checks and processes are implemented throughout the course of work and submission of deliverables to the OEAA**
- Psychometric group—**that all data analysis and scaling and equating activities are executed appropriately**

Committee Meeting Coordinator

Ms. Elena Rodriguez, Committee Meeting Coordinator, will be responsible for providing day-to-day administrative support to the MEAP Management Team. She has completed college coursework and has over fifteen years of experience in the travel and hotel industry. She has a vast amount of experience in developing and budgeting meetings, processing invoices and expensing reimbursements. She has prepared needed support materials for Committee Meetings for programs such as Virginia.

For the MEAP, Ms. Rodriguez will coordinate committee meeting arrangements including hotel/conference room contractual agreement, catering, audio visual equipment, meeting arrangement notification, expense reimbursement, support material delivery, and on-call issue resolution. Ms. Rodriguez will ensure contract deliverables are cost effective and deliver cost savings and meeting/technology enhancements proposals to improve cost performance and meeting effectiveness.

She will provide both clerical and logistical support to all program management activities. She will also create packing lists that will ensure timely and accurate distribution of the materials. She will respond to requests from districts that need additional materials, and will work with our warehouse staff and distribution vendors to fill those requests. Ms. Rodriguez will have the benefit of drawing on the experience and knowledge of the current program support teams.

Scoring Operations Managers

Mr. Brandon Burgess, General Manager, Education Scoring Services, developed and manages a project management office that provides dedicated focus and tracking of all scoring operations activities through successful execution of all client deliverables in a timely manner on a project basis. General responsibilities include planning, scheduling, customer support, measurement and analysis.

Mr. Rudy Regalado, General Manager, Education Scoring Services, is responsible for supervising Harcourt's scoring operation at our Scoring Center. He will manage the workflow of your Michigan answer documents from receipt through scoring and generation of reports and invoices. He will manage all operations associated with the processing and scoring of your Michigan documents.

Performance Assessment Scoring Center Managers



George Matassarini, Manager, will coordinate the activities of the content specialists in their respective content areas. **Sandra Stief, Manager**, will oversee the training and scoring associated with the open ended scoring of the MEAP pilot test items. Ms. Stief will coordinate scoring schedules and monitor scoring quality.

Production/Manufacturing Managers

Margaret Donohue, Director, Production Planning, will oversee the movement of the MEAP field test materials through planning and scheduling of design, composition, and art production up to the manufacturing stage.

Kimberly Dolejsi, Senior Manager, Manufacturing Procurement, is responsible for the printing quality product for the MEAP field test materials. She works from volume forecasts and schedules to plan printer capacity as far in advance as possible. The forecast is continuously updated with suppliers to assure that we have printing capacity when required for our client's programs. She works with the manufacturing administrator in analyzing several factors when determining where products will be printed. These factors include, but are not limited to, page count, color usage, binding style, print run, specialized assembly, and packaging requirements. All must align to vendor capability in order to have a viable manufacturing plan.

Distribution Manager

Robert Deleon, Senior Distribution Manager, will manage and coordinate the Harcourt resources required to receive, package, store, pick, pack, ship, and retrieve MEAP field test materials. Mr. Deleon will devote five percent of this time to the MEAP.

Lead Psychometrician

Husein Taherzhai, Lead Psychometrician, will be responsible for all aspects of the psychometric functions, including analysis and research required for the MEAP item development. He will work on test development, test design, scaling, equating, DIF, form construction and other areas of psychometrics such as the preparation of the technical report. Dr. Taherzhai will devote 30 percent of his time to the MEAP item development and will participate in TAC meetings as needed.

Lead Item Development Staff

Paul Lain, Test Development Manager, will managed the MEAP item development process, including blueprints, test items, OEAA staff and MEAP committee reviews, and review all test booklets, answer documents, and ancillary materials. Mr. Lain will devote 100 percent of his time to the MEAP.

English Language Arts

Nicky Lutz, Senior assessment specialist, English Language Arts, will oversee the development and editing of passages and items aligned to the Michigan Curriculum Framework and to ensure that deadlines are met. Currently, Ms. Lutz works with reading team members on editing grades 3 through 8 for Texas, grades 7 and 8 reading for the TAKS, grades 3 through 11 on the New Mexico Standards Based Assessment, and grades 3 through 11 for New Mexico and facilitates meetings with the Texas Education Agency and Texas teacher committees. She has also worked on the Virginia Standards of Learning grades 3 and 5 reading and writing; the Hawaii state test, grade 3 reading; and the Texas Special Education state assessment test. If awarded the MEAP, Ms. Lutz will devote 100 percent of her time to the MEAP English-language arts (reading and writing, and Listening, if chosen) item development.

Mathematics

Kathleen Keyes, National Mathematics Consultant, currently works as the Mathematics Content Lead for the Delaware (DSTP) and Massachusetts (MCAS) projects. She has been involved in several of Harcourt's custom programs for California, Hawaii, Arizona, Connecticut, and Virginia. Her involvement in numerous other projects with some level of open-ended assessment have provided Ms. Keyes with extensive knowledge and experience in the development and scoring of student-constructed responses. Ms. Keyes also serves in an advisory capacity for the Florida Comprehensive Assessment Test (FCAT) project and various other state contracts. Upon award of contract, Ms. Keyes will devote 100 percent of her time to the MEAP mathematics item development.

Science

Tom Jenkins, Director, Science, will oversee the development of all MEAP science items. He will be responsible for the item development plan and for ensuring that items are developed to completely match the assessment blueprints. In addition, he will provide senior review for all items. Mr. Jenkins will devote 50 percent of his time to this project.

Social Studies

Benecia Tuthill, Director, Social Studies, supervises five staff members, in addition to managing three large-scale social studies assessment programs. She provides extensive training and mentoring to her direct reports as well as to assessment specialists on the projects she oversees, to ensure quality control. Ms. Tuthill has managed several large-scale social studies assessments including the Massachusetts Comprehensive Assessment System, Ohio Graduation Test, and the Mississippi Subject Area Testing Program. She presently coordinates social studies development for the Virginia Standards of Learning, the Texas Region 10 Web Access Program, and the Department of Defense Biology



Testing Program.

IT Project Manager

Victor Helbling, IT project Manager, will be the liaison for the OEAA, MEAP stakeholders, and IT community. He will provide input to requirements, schedules, risk analysis, project tracking and oversight, quality assurance, and configuration management. Mr. Helbling will devote 10 percent of his time to MEAP.

Item Banking Specialist

Maureen Mendiola, Item Banking Specialist, will provide quality control for the Michigan item bank, manage all changes, and maintain control over distribution of the item bank. She will be responsible for:

- **Gathering data and metadata from various sources**
- **Coordinating with programmers on development, content managers on content input, and psychometricians on item statistics**
- **Performing data integrity checks and implementing quality control procedures**
- **Conducting initial population and periodic updates to databases**
- **Verifying accuracy and quality of all data**

Ms. Mendiola will devote 100 percent of her time to the MEAP.

Item/Test Editing Supervisor/Lead

Dr. Elizabeth Taleporos, Senior Director, English Language Arts, is responsible for all English language arts projects for Harcourt. Dr. Taleporos supervises the development of shelf and catalog products in reading, writing, listening, and speaking, as well as those custom products related to English proficiency for second-language learners. She leads a group of over 50 assessment specialists, and is responsible for quality of content, appropriate and timely delivery of materials, and resource allocation. Dr. Taleporos has almost 30 years of assessment experience, about half of this time being spent leading the Assessment efforts of the New York City Public School system. She will be spending 10 percent of her time on the MEAP project.

Sally Valenzuela, Senior Director Content Development, Mathematics and Science, directs all science and mathematics content development, and is responsible for supervision and evaluation of science and mathematics assessment specialists and senior assessment specialists, project assignment and management, and quality monitoring. She also serves as senior reviewer for all science projects. She will devote 15 percent of her time to the MEAP mathematics and science item development.

Dr. Patricia Pederson, Senior Director Content Development, Social Studies, is responsible for the recruitment, training, and mentoring of Harcourt's social studies staff. She supports custom and catalog projects and establishes procedures for quality assurance for all social studies products. Ms. Pederson participates in ongoing process improvement efforts within Testing Services and actively participates in professional organizations. Ms. Pederson will devote 10 percent of her time to the MEAP social studies item development.

Information Technology

Ken Brown, Information Technology, will serve as a liaison and primary point of contact between IT and the Michigan stakeholders. He will focus on schedule development, issue management, status reporting, progress tracking, budget monitoring, risk mitigation, scope management, and continuous process improvement. Mr. Brown will devote 10 percent of his time to the MEAP.

Other Dedicated Staff

Harcourt has implemented a management structure to assure each of our clients that the team managing their program is part of a world-class program management department. The project management team is from the Contract Testing Programs (CTP) department of Harcourt. Each project management team is headed by a senior director who has proven him-or-herself by managing varied, complex programs over many years. They provide oversight of the program managers and associated testing programs that form their team, support during individual program startup activities and ongoing mentoring. The MEAP Management Team will be managed by Mr. Duane Manning, Senior Program Director. The members of the MEAP Management Team are Mr. Brian Brothers, Senior Program Manager, and Elena Rodriguez, Committee Meeting Coordinator. This team will be 100 percent dedicated to the MEAP and will ensure that all deadlines are met and the program is running smoothly and on budget. Mr. Brothers will be the primary point of contact for the OEAA and for all Harcourt personnel assigned to the MEAP. He will have the authority over and be responsible for:



- Overall quality control of the entire project and follow-through on all tasks, including those assigned to other task managers
- All verbal and/or written correspondence to task managers
- Completion in a timely manner of all activities for which Harcourt is responsible
- Maintain security and delivery procedures
- Coordinate psychometric issues

Mr. Duane Manning, Director, Contract Testing Programs, has an abundance of education and management experience. Mr. Manning's educational background includes a M.B.A. candidate at the Wayland Baptist University, and a B.S. in Business from the Regents College, State University of New York. His experience includes twenty-one years in the United States Air Force and more than six years at Harcourt. He has held positions of increasing complexity beginning as a Proposal Analyst and Program Manager for many programs, including Hawaii and Arizona. As senior director, he has led the largest portfolio of assessment programs in Contract Testing Programs, including Alabama, Arizona, Hawaii, Maryland, Massachusetts, Mississippi, and New York City.

Mr. Manning will be responsible for the review of the MEAP Management Team's performance in meeting deliverables, mentoring program managers, providing consultation with customers on project issues, and briefing senior management on project and customer issues. He will maintain oversight of the MEAP Management Team to ensure that the goals for the program are met.

Mr. Chad Barrett, Program Manager, will serve as an additional member of the MEAP Program Management Team. Mr. Barrett's education background includes a M.S. in Education from Walden University and a B.A. in Mathematics from Ithaca College. For Harcourt, Mr. Barrett has managed test development activities for the Oklahoma Core Curriculum Tests (OCCT); including planning and development of tests and test items, creation of ancillaries and interpretive materials, and analyses of tests. Prior to joining Harcourt, Mr. Barrett served as an Assessment Specialist responsible for developing mathematics tests for programs in California and Georgia. Mr. Barrett also has over five years of teaching experience at the middle and secondary levels and has worked as a school principal.

Mr. Barrett will directly support the work of the Sr. Program Manager, Mr. Brothers, ensuring that all corporate resources are available when needed throughout this project. Mr. Barrett will be an additional point of contact for the OEAA, and will assist Mr. Brothers as he creates and maintains schedules and monitors project activities to ensure timely delivery of products and services. He will also assist in the production of reports for the OEAA and attend meetings with OEAA staff. Mr. Barrett has the authority to allocate resources and assign priorities to ensure the timely completion of project tasks.

Item Development Team

English Language Arts

Aljurnal Lowe, assessment specialist, English Language Arts, is responsible for providing new passage and item development, passage and item editing, and, test construction for MEAP English language arts assessment. He will also track and order all art, passages, and items. Mr. Lowe will train item writers and passage finders, work with teacher panels and the OEAA, develop ancillary assessment materials, and assists in the alignment of ELA items to the Michigan Curriculum Frameworks. Mr. Lowe will devote 50 percent of his time to the MEAP ELA item development.

Chaisleigh Southworth, assessment specialist, English Language Arts, will be responsible for developing quality passages and items used to assess student performance in meeting Michigan state curriculum standards. She will devote 50 percent of her time to this project.

Mathematics

Lynne Pundt, assessment specialist, Mathematics, is responsible for developing the high quality test products to meet the specifications of the OEAA. Ms. Pundt will review and edit MEAP mathematics items to ensure soundness from both content and measurement perspectives; she will build field test forms that conform to blueprints and appropriate psychometric criteria. She will also work with Michigan item writers, the OEAA, and the Michigan committees to enhance professional knowledge and skills in assessment and in the field of mathematics. Ms. Pundt will devote 100 percent of her time to the MEAP mathematics item development.

Science



Bruce Kanagaki, assessment specialist, Science, will be responsible for the development of all science items in accordance with Michigan and Harcourt quality criteria. Mr. Kanagaki will devote 50 percent of this time to this project.

Social Studies

Brian Vogel, Senior assessment specialist, Social Studies, will be responsible for the development of MEAP social studies items, the construction of social studies test forms, responsible for the quality review of all social studies item development, and facilitation of data review and item review committees. He will devote 50 percent of his time for the development of social studies items for the MEAP.

Pat Duran, assessment specialist, Social Studies, will be responsible for developing and revising blueprints, ordering, reviewing, and compiling items for MEAP committees. He will create field test forms and facilitate item review and form review committees.

Mr. Duran has been a content lead for the Oklahoma and Texas Region 10 Online projects, organizing development, facilitating committee review, and constructing forms. In 2000, Mr. Duran led item development for U.S. History on the Texas Assessment. He will devote 50 percent of his time to the MEAP social studies item development.

Psychometric and Research Team

Dr. Hong Jiao, Psychometrician, will be responsible for the psychometric analysis and research required for the MEAP. She will work on test development, test design, scaling, equating, DIF, form construction, and local item dependence. She will devote 10 percent of his time to the MEAP working closely with Dr. Taherbhai, Lead Psychometrician.

Dr. Zarko Vukmirovic, Senior Psychometrician, will supervise the lead psychometrician and data analysts. He will also participate in the Technical Advisory Committee meetings and other meetings as needed. He will devote 20 percent of her time to the MEAP.

Greg Ayres, Statistical Analyst, is responsible for the MEAP general data cleanup and analysis support; item analyses; calibration, scaling, and equating support; technical report analyses. He will devote 20 percent of his time to the MEAP.

Scoring Operations Team

The following Scoring Operations Management Team Members will contribute 5 percent of their time to the Michigan program and 45 percent of their time to other projects processed through our Scoring Center. Below are brief descriptions of their primary responsibilities.

Mr. Larry Wauters, Director, is responsible for executive management of the scoring operation at Harcourt's central scoring facility. During 2002 and 2003 he directed the design and implementation of a warehousing automation project that has significantly reduced turnaround time and labor requirements for order fulfillment of testing materials. In 2004, Mr. Wauters assumed leadership of the Scoring Operations management team. In that role he will work with your Michigan program manager to identify and apply efficiencies identified in your proposal.

Ms. Diane Baird, Senior Manager, Scoring Services, is responsible for customer contact and support during the scoring process. Ms. Baird manages a team of customer care professionals who are responsible for contacting the states and districts to obtain answers required to complete test scoring. She will also provide project status information to the program managers.

Mr. Ken Stallman, Senior Manager, Scoring Services, is responsible for planning and forecasting. In that role, he works with all Harcourt departments to determine processing solutions for scoring projects. He leads a team of senior systems analysts that support internal reporting and order tracking management and processing solutions.

Performance Assessment Scoring Center Team

Joyce McDonald, Director, has overall responsibility for all work performed in the PASC.

Linda Ahlfors, supervisor, will work closely with Harcourt's item development leads in preparing for each of the pilot scoring sessions for the MEAP English language arts, mathematics, and social studies assessments. She will staff qualified PASC trainers and scorers for the pilot test scoring and closely monitor both quality and quantity of their output.

Ed George, Mathematics assessment specialist, will be responsible for reviewing the items and rubrics of the



mathematics assessments for the MEAP pilot test. He will coordinate with the trainers and be available for any content related issues that arise during the pilot scoring.

Debra Kocian, Social Studies assessment specialist, will be responsible for reviewing the items and rubrics of the social studies assessment for the MEAP pilot test. She will coordinate with the trainers and be available for any content related issues that arise during the pilot scoring.

Marilyn Olivarez, Language Arts assessment specialist, will be responsible for reviewing the items and rubrics of the language arts assessment for the MEAP pilot test. She will coordinate with the trainers and be available for any content related issues that arise during the pilot scoring. Each of these specialists brings years of performance scoring experience to the MEAP item development process.

Quality Assurance Team

Jessica Wise, Quality Assurance Coordinator, reviews test deck specifications and implements the process of developing test decks. She instructs personnel on test deck preparation and monitors the scoring and reporting process through customer delivery to ensure accuracy of score reports and all other district and state deliverables. Ms. Wise will devote 10 percent of her time to the scoring of the MEAP pilot test.

Michael Lister, Quality Assurance Associate, is responsible for quality control verification of the enrollment, secure serialization, and packaging systems. He will develop and implement the Michigan quality control plans to verify all front-end materials systems and ensure that all quality control checks are conducted prior to release of shipments to Michigan customers. He will work closely with warehouse and our MEAP Program Manager and Program Coordinator to ensure zero defects in all packaging and shipping of the MEAP pilot test materials. Mr. Lister will devote two percent of his time to the scoring of the MEAP pilot test.

Publishing Operations Team

Dianne Wyatt, Planning Administrator, will be the lead person in Production responsible for creating and maintaining the MEAP schedules, monitoring workflow, and tracking costs.

Lisa Kelly, Production Administrator, will work from volume forecasts and schedules to plan printer capacity as far in advance as possible. The forecast is continuously updated with suppliers to ensure that we have the capacity to print the MEAP field test materials on time. The manufacturing administrator analyzes several factors when determining where products will be printed. These factors include, but are not limited to, page count, color usage, binding style, print run, specialized assembly, and packaging requirements. All must align to vendor capability in order to have a viable manufacturing plan.

Materials Handling Team

Ron Forsythe, Distribution Manager, will be responsible for incoming materials orders for the MEAP field test materials. He will meet the expectations and requirements of the OEAA and local Michigan districts. He will be involved with the first-hand Michigan information and follow through the processing of orders to ensure on-time delivery of test materials thereby maintaining an effective relationship with the OEAA and Michigan districts.

Information Technology/Item Banking Team

Michelle Richard, Item Bank project Manager, will lead the population effort following the programming of a Michigan item bank solution. She will manage any item bank staff reporting to her to complete the population of the Michigan item bank solution. Ms. Richard will devote 25 percent of her time for the first calendar year and 15 percent of her time in subsequent years

Doug Fox, Item Bank Software Lead Developer, will lead the programming effort following the requirements of gathering and planning of an item bank solution for Michigan. He will manage any programming staff reporting to him to complete the development of the item bank solution. He will devote 25 percent of his time for the first calendar year and 10 percent of his time in subsequent years for maintenance

Byran Gerard, Software Engineer, is responsible for programming editing and scoring and reporting systems for the MEAP item development. He will devote 35 percent of his time.

**1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES**OEAA Contract Administrator

Edward Roeber
Executive Director
OEAA

Information Technology Project Manager

Linda Pung
Client Service Director
Department of Information Technology

Business Project Manager

David Judd
Business Project Manager
Department of Education

1.203 OTHER ROLES AND RESPONSIBILITIES

Assessment administration and reporting will be under a separate contract. A new contract for administration and reporting will coincide with the beginning of the timeframe of this contract. The assessment administration and reporting contractor and other MDE staff will be responsible for producing, delivery, scoring, reporting, statistical evaluation, and final field-test reviewing of the assessments. They will also be responsible for designing the layout of the assessment materials and the large-scale field-testing of new items requiring more than 100 students.

1.3 Project Plan**1.301 PROJECT PLAN MANAGEMENT**

This contract covers three academic years. The following two academic years should follow a similar timeline. Any adjustments to major deliverable deadlines (i.e. students taking assessments or reporting results) can only be approved by the Contract Administrator.

The development contractor will maintain the project plan and timeline on a continuous basis. Any changes to the timeline shall be communicated to the Contract Administrator and designated OEAA staff in writing explaining the reason for the change and the impact on the overall schedule.

Harcourt Description 70

Harcourt's project plan encompasses management by the MEAP Management Team utilizing the Microsoft Project schedule and reports on scheduled task progress for item development.

1.302 REPORTS

The Development contractor will provide reports to the Contract Administrator and all appropriate parties illustrating the plan and timeline for the respective assessment cycle at the beginning of each Kick-Off meeting. Then follow up with a revised plan and timeline with any changes noted within five business days after the conclusion of the respective Kick-Off meeting. If anything should arise after that point the development contractor shall refer to section 1.401.

**1.4 Project Management****1.401 ISSUE MANAGEMENT**

Issues are those things that endanger the project. It includes imminent threats and events that may have already occurred.

The bidder shall identify how issues will be captured, reported and escalated within the bidder's organization. Define the issue escalation process to include whether escalation will be based on age, severity, budget impact, etc. and where the escalation levels are.

Once an issue has been identified by the development contractor, the development contractor shall follow these steps:

1. Immediately communicate the issue in writing to the Contract Administrator, OEAA Director, the respective OEAA manager and other appropriate state staff.
2. The development contractor will log it into an issue tracking system.
3. Identify what needs to be done and resources needed to correct the issue.



4. Receive approval from the Contract Administrator for appropriate action.
5. Keep Contract Administrator and appropriate State staff informed on status of issue based on frequency established by the Contract Administrator.
6. At least monthly provide a listing of all issues (with their current status, deadlines to correct and actual dates of completion) that have occurred over the previous six months to the Contract Administrator.

Harcourt Description 71

Harcourt's issue management involves not only preventative measures through risk management (described in the next section), but also an issue tracking report, monthly program reviews, and problem solving training for all program management staff and members of the contract team.

Harcourt's goal is to manage a program smoothly by implementing risk management in order to reduce possible issues. In the case that issues do arise, the MEAP Management Team is well trained in problem solving techniques and has guidelines for the necessary steps in capturing, reporting, and escalating issues.

Issue Management Process

The Issue Management Process is guided by the Contract Testing Programs Department through the maintenance of an internal issue report that captures and tracks each program's status. This report is managed twice a week by the Program Managers to specifically track the customer satisfaction and identify any issues by the following information:

- **Status of the issue**
- **Date the issued was opened**
- **Point that is delaying the process**
- **Proposed resolution**
- **Person the resolution is assigned to**
- **Target date for the resolution**
- **Issue report update date**
- **Date the issue was resolved**

The escalation and resolutions are determined by the status of an issue. Each program receives a green, yellow, or red status. If everything is on track, the status is green. If an issue has surfaced that potentially affects the schedule or budget significantly, the status is yellow. If an issue has surfaced that is going to affect the schedule for a deliverable, the status is red.

If the OEAA program reaches a status of yellow, the MEAP Management Team will immediately communicate the issue in writing to the OEAA contract administrator, director, manager, and other appropriate state staff. The MEAP Management Team will also receive approval from the OEAA for implementing any resolutions. In addition, the MEAP Management Team will provide the issue report covering six months that pertains to the OEAA program each month.

Once the resolution for the issue has been implemented, the resolution date is added to the report and the report then becomes part of the risk management process of identifying possible problems before they happen.

Program Review

Harcourt implements a program review, which an opportunity for Program Managers to critically examine some of the control aspects of their programs. Program reviews provide an opportunity for Program Managers to critically examine some of the control aspects of their programs. By including members of the Program Office, Program Senior Directors, and Finance/Accounting representatives in the review process, the Program Manager has the unique opportunity to scrutinize their programs from different perspectives. The review process will focus on the following elements:

- **Budget variance analysis**
- **Schedule variance analysis**
- **Risk analysis**
- **Action items resulting from the review**
- **A capture of lessons learned**

These elements will be examined individually and then in a holistic approach to reveal interactions and driving causes of



variations thus identifying any issue management needs.

Training for Issue Management

As part of Harcourt's issue and risk management plans, Harcourt use Philip Crosby's Five-Step Problem Solving Program. In this problem solving program, Harcourt use this model to build a common language for problem solving. By using a systematic approach, employees can effectively understand how to solve a problem and prevent it from occurring again very early in the process. Every employee at Harcourt is required to receive training to use the five-step approach:

- **Define the problem**
- **Provide a quick fix for the problem**
- **Identify the root cause of the problem**
- **Take corrective action to solve the root cause**
- **Evaluate and follow up**

In this phase of the quality program, Harcourt associates learn the basic tools of problem solving such as using brainstorming, cause-and-effect diagrams, why-why structure trees, process flow charts, and team meeting reviews. Philip Crosby methodologies center on all work as a process or a series of actions that produce results with a performance standard of zero defects. This program also stresses the importance of focusing on the process, not the person, which is critical as you move through the process to define the root cause of the problem.

1.402 RISK MANAGEMENT

Risk and Issues are not the same. Risks are those things that you can assume or anticipate in a project. Issues are imminent threats or things that have already occurred.

Because the assessments affected by this contract are large-scale and high-stakes, quality and deadlines are of the essence. Therefore, the risk assessment shall be reviewed, at minimum, during the Kick-Off meeting for each assessment cycle. And shall include, but not limited to the following:

- Reviewing the project plan and timelines to ensure resources are, or will be, available.
- Identify deadlines for items and assessment material designs to allow sufficient time to produce pilot items.
- Approval for actual quantities of items to produce for each content area shall be given in writing by the Contract Administrator, or designee.
- Accurate tracking of all items, item statistics, prompts and final decisions of each item by each committee.
- Maintain documentation that validates each committee's final decision regarding each item.
- Identify data management and backup procedures.

Harcourt Description 72

As part of Harcourt's quality control process and risk management plan, Harcourt use Philip Crosby's Five-Step Problem Solving Program described above in Harcourt's training for issue management.

In addition to providing a well-established method for efficiently and effectively addressing issues that may arise in the administration of the program, the MEAP Management Team will draw on their vast experience with developing and administering complex large-scale assessment programs to identify potential problems and develop strategies and processes to prevent or mitigate these risks.

Prior to each kick-off meeting for each assessment cycle, the MEAP Management Team will determine the program complexity by identifying each element of the program and establishing the size and complexity of the program as a whole and each aspect individually with input from each functional department. The MEAP Management Team will further identify deadlines for items and assessment material designs to allow sufficient time to produce. They will ensure qualitative review and approval of assessment materials by OEAA staff throughout the production cycle. The MEAP Management Team will also track the delivery, retrieval, logging, scanning, and storage of all assessment materials. Preventative maintenance and accurate calibration of scanning equipment will be in place as well as data management and back up procedures.



The risk management process followed by the MEAP Management Team on a continual basis for each facet of the program are:

- **Brainstorm Potential Risks—Integrated program team meetings are held to discuss potential risks and establish a comprehensive list delineated by department. As a result, while the MEAP Management Team is focused on the program as a whole, team members from each department will scrutinize potential risks identified within their department.**
- **Establish the Probability and Impact of Each Risk—Once risks are identified, each risk is assigned a level of both probability of occurring and impact on the program should it occur, as identified in the Table 7. Identifying both variables is critical to establishing and prioritizing risk mitigation plans. A risk that is both likely and will have a high impact on the program will generate an increased attention to developing control strategies, as well as alert the management team to monitor this element more rigorously throughout the program.**
- **Implement Control Strategies—After risks have been identified and prioritized control strategies are developed and implemented to mitigate these risks. While some control strategies may involve modification of processes or implementation of additional reviews and quality checks, others may involve establishing contingency or back-up plans to immediately address and lessen the impact of potential risks.**
- **Review and Update—A critical aspect of risk management in large-scale assessment programs is understanding the dynamic nature of Harcourt’s business. As such, risk mitigation plans are created to be fluid and must be reviewed and revised routinely. Several times a year the MEAP Management Team will review and revise the risk management plan to capture all changing aspects of the program.**



Table 7. Risk Management Plan

<p>1. Pre-Press (Test booklets/Answer Documents/DFA/ Ancillary Materials)</p>	<p>Test booklets printed with errors in content Schedule missed due to delays</p>	<p>Low</p>	<p>Verify first copy Verify second laser copy with corrections Verify printer’s proof copy for final production Confirm color Confirm booklet pagination Confirm content placement</p>	<p>Contractor requests vendor to fix the problem</p>
<p>2. Printing of Non-Scannable Test Booklets/DFA/ Ancillary Materials</p>	<p>Ink too light for students to read Pages are out of sequence</p>	<p>Low</p>	<p>Check ink settings Check page sequence Check margins Check folds Printed signatures pulled throughout the print run</p>	<p>Contractor requests vendor to fix the problem</p>
<p>3. Collation and Binding of Test Booklets/DFA/ Ancillary Materials</p>	<p>Incorrectly collated test booklets distributed to students for testing Booklets not bound correctly causing them to unbind during testing</p>	<p>Low</p>	<p>Verify bleed tabs printed on every signature to assure accuracy of signature collation Character recognition system used on saddle stitch machines to detect incorrect signature in collator pocket Random bound booklets pulled throughout the bindery process to verify accurate collation and binding</p>	<p>Contractor requests vendor to fix the problem</p>
<p>4. Printing Answer Documents</p>	<p>Scanning errors Scoring errors Reporting errors or delays Threaten integrity of testing program</p>	<p>Low</p>	<p>Check paper tolerance for scannability and durability Check ink color is “non-readable” Check registration of response positions Check correct sequence of pages Advance copies to content expert, manufacturing specialist, scanning, and QA for review before release of documents for packaging</p>	<p>Contractor requests vendor to fix the problem</p>

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<p>5. Data Verification File (DVF)</p>	<p>Incorrect information to districts Inaccurate information</p>	<p>Low</p>	<p>Verify DVF Pre-ID information sent to district Verify DVF electronic update Verify DVF update</p>	<p>Contractor fixes the problem Contractor asks districts to update its information</p>
<p>6. Collection of DVF information and update system</p>	<p>Test security in jeopardy Materials arrive in district late Material shortages in districts Material overages in districts Incorrect CDS code for reporting</p>	<p>Low</p>	<p>Verify Security Agreement received Verify testing date against school calendar Verify test material delivery date to two weeks prior to testing Verify current year enrollment information to previous year enrollment information Verify updates to system against information submitted by district Verify CDS code to CDS master supplied by State</p>	<p>Contractor sends correct materials to schools overnight</p>
<p>7. Pre-Identification System</p>	<p>Incorrect demographics applied for students Inability to update via web site Incomplete demographics Inability to scan Pre-ID labels</p>	<p>Low</p>	<p>Verify file layouts for completeness of all required information Verify Pre-ID information sent to all districts Verify web Pre-ID submittal Verify Pre-ID required demographic edits Verify Pre-ID of documents & labels for scannability and placement CMM utilized to control software changes</p>	<p>Contractor asks districts to update its information</p>

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<p>8. Packaging and Distribution System</p>	<p>Missing components causing delays in testing Shortage or overage of materials jeopardizing test administration Short shipments causing additional shipments Shipment made to incorrect location Materials shipment cannot be traced causing security issue</p>	<p>Low</p>	<p>Verify components list and products codes Verify packaging algorithms Verify packing list configurations Random checks of package counts Verify unique package barcode identifiers Automated pick/pack system signal for materials error during packaging Distribution carriers provide tracking information to track all shipments</p>	<p>Contractor sends correct materials to schools overnight</p>
<p>9. Scanning System</p>	<p>Student responses not recognized by scanner causing incorrect scoring</p>	<p>Low</p>	<p>Verify all scan positions on all scannable documents Verify readability of barcode information</p>	<p>Contractor fixes the problem</p>
<p>10. Editing System</p>	<p>Inaccurate student demographics for reporting Inaccurate score reporting if attemptedness rules are not applied accurately</p>	<p>Low</p>	<p>Verify all student demographic edit routines Verify match/merge process Verify light marks, multiple marks, & omits Verify n-counts of documents recorded on Master File to documents received Verify test attemptedness at every test at every level</p>	<p>Contractor calls the district or the State to verify information</p>
<p>11. Demographic Editing System</p>	<p>Inaccurate demographic percentages causing inaccurate accounting for special demographics</p>	<p>Low</p>	<p>Verify all percentages are applied correctly for required demographics Verify website demographic update system Verify paper based demographic update system</p>	<p>Contractor and State look at the data and Contractor fixes the problem</p>

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<p>12. Scoring System</p>	<p>Incorrect reports delivered to districts, counties, and State</p>	<p>Low</p>	<p>Verify all correct document at every test at every level Verify appropriate accommodations applied Verify appropriate designation for test that was left blank and test that had some item responses Verify item to cluster rollups</p>	<p>Contractor fixes the problem</p>
<p>13. Summary System</p>	<p>Incorrect summary scores reported to districts, counties, & State</p>	<p>Low</p>	<p>Verify appropriate exclusion rules are applied based on accommodations Verify summary rollups for districts with Independent and/or Dependent charter schools</p>	<p>Contractor fixes the problem</p>
<p>14. Schedule</p>	<p>Customer furnished information, including standards, student demographics, and answer sheets, is not received as scheduled</p>	<p>Medium</p>	<p>Stay on or ahead of Harcourt's schedule; stay in close contact with State; negotiate new delivery dates if necessary as the result of State's failure to provide data by agreed upon dates</p>	<p>Contractor and State change deadlines and processes as needed</p>



1.403 CHANGE MANAGEMENT

Any changes to timelines or project deliverables shall be proposed to the Contract Administrator for approval prior to the change taking effect.

Alternations to the Statement of Work

If either of the parties wishes to alter the Specifications or the Statement of Work the following procedure will apply:

- a. The person who requests the change (the Originator) will forward to the OEAA Project Manager, a Change Control Request Form. Include a priority/classification on the request. This form must be completed as much as possible. It may be necessary at times if a lot of detail is required to include a Statement of Work (SOW).
- b. The OEAA Project Manager will assign a number to and log each Change Control Request.
- c. The OEAA Project Manager will consult with the DIT Project Manager, if the request is IT related.
- d. The OEAA Project Manager will send the Change Control Request (and SOW if included) to the vendor.
- e. The vendor will determine a cost and estimated time to complete and send this info back to the Project Manager.
- f. The OEAA Project Manager will negotiate the final price with the vendor and determine if the change will be made.
- g. If so, the OEAA Project Manager and vendor will sign the Change Control Request.
- h. If not, the change will not be implemented.
- i. The OEAA Project Manager will send the signed Change Control Request (and SOW, if it was included), along with the vendor quote to the Contract Administrator. The Contract Administrator will track the costs of all changes.
- j. The Contract Administrator will send the vendor, the DIT Project Manager, and the OEAA Project Manager, the approved Change Control Request (and SOW, if it was included).
- k. Upon approval of the Change Control Request, work can begin at the scheduled time.

Changes to the Contract

Any changes to the contract shall be proposed to the Contract Administrator in writing and will require approval by MDE, DMB Acquisition Services, and possibly the State Budget Office and State Administrative Board. The development contractor, and any of its subcontractors, proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the contract from any individual or office other than Acquisition Services and the listed contract administrator.

1.5 Acceptance

1.501 CRITERIA

The following criteria will be used by the State to determine Acceptance of the Services and/or Deliverables provided under this SOW.

- Materials produced match the design provided and approved in writing by the Contract Administrator.
- The quantity of items piloted equals what was approved in writing by the Contract Administrator.
- The quality of the items meets the specifications of this contract.
- All items piloted have been accurately tracked and the development contractor can verify the final decision from the various committees on each items acceptance or rejection.
- All reports and data files meet the specification of this contract.
- All designated reports and data files are delivered to the State with acceptance in writing from the Contract Administrator.
- Dated sign-in sheets are available for review at the request of the State to validate meeting attendance(s).
- All items to be maintained in a confidential manner.



1.502 FINAL ACCEPTANCE

Each assessment cycle is viewed as a project and is considered complete after:

- The Contract Administrator has approved the final reports.
- The final reports have been delivered to the appropriate location.
- All final data files related to the cycle have been transferred to the State and approved by the Contract Administrator.

1.6 Compensation and Payment

Harcourt understands that notwithstanding any adjustments due to Section 1.7 and Article 2, compensation from the State of Michigan will be through an invoicing process using the rates provided in the Harcourt's pricing list for this contract for actual participation by committee members, actual quantities of materials, and actual quantities of items approved by the contract administrator for each content area then developed by the Development contractor and approved by all appropriate committees for inclusion in the item bank as items ready for large-scale field-testing. Harcourt may not be compensated for items developed within a specific content area that is greater than the quantity approved by the contract administrator.

The quantities illustrated in the pricing list for this contract are estimates and the State of Michigan, and/or any of its programs, is not obligated to purchase any of those quantities without the approval of the Contract Administrator. Harcourt must get approval from the Contract Administrator for each content area before commencing any item development.

Harcourt has listed all rates for compensation in pricing list for this contract.

All rates shall be stand-alone. If any line in the pricing list is reduced in part, or in its entirety, it shall not affect that or any other rate.

The State reserves the right to negotiate two additional one-year contracts after the conclusion of the three years covered by this contract.

1.7 Additional Terms and Conditions Specific to this SOW

The responses to the set of clarifications questions from January 11, 2005 and the four sets of pre-bid questions and answers provide additional mutual understanding of the requirements for this contract.



Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

The Contract is for OEAA Administration, scoring, and reporting of statewide K-12 assessments for the State of Michigan. Orders will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

The Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the Michigan Department of Education, hereinafter known as *MDE*. Where actions are a combination of those of Acquisition Services and the State agencies, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the **SOLE POINT OF CONTACT** throughout the procurement process.

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the contract from any individual or office other than Acquisition Services and the listed contract administrator

All communications covering this procurement must be addressed to contract administrator indicated below:

Department of Management and Budget
Acquisition Services
Attn: *Doug Collier*
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 335-4804
CollierD1@michigan.gov

2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

2.004 CONTRACT TERM

The term of this Contract will be for three (3) years and will commence with the issuance of a Contract. This will be approximately May 15, 2005 through September 30, 2008.

Option. The State reserves the right to exercise two (2) one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the administration contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.



Extension. At the sole option of the State, the contract may also be extended. Contractor performance, quality of products, price, cost savings, and the administration contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.

2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)

MI OSHA MCL §§ 408.1001 – 408.1094

Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.

Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.

MI Consumer Protection Act MCL §§ 445.901 – 445.922

Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.

Department of Civil Service Rules and regulations

Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.

Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.

MCL §§ 423.321, et seq.

MCL § 18.1264 (law regarding debarment)

Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.

Contract Work Hours and Safety Standards Act (CWHSSA) 40 USCS § 327, et seq.

Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795

Rules and regulations of the Environmental Protection Agency

Internal Revenue Code

Rules and regulations of the Equal Employment Opportunity Commission (EEOC)

The Civil Rights Act of 1964, USCS Chapter 42

Title VII, 42 USCS §§ 2000e et seq.

The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.

The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.

The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.

The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.

The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106

Sherman Act, 15 U.S.C.S. § 1 et seq.

Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.

Clayton Act, 15 U.S.C.S. § 14 et seq.

2.007 RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

**2.008 HEADINGS**

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

2.009 MERGER

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

2.010 SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

2.011 SURVIVORSHIP

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

2.012 NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

2.013 PURCHASE ORDERS

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

2.1 Vendor/Contractor Obligations**2.101 ACCOUNTING RECORDS**

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

2.102 NOTIFICATION OF OWNERSHIP

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Acquisition Services within 30 days.
2. The Contractor shall also notify the Acquisition Services within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.



The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Acquisition Services or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

2.103 SOFTWARE COMPLIANCE

The vendor warrants that all software for which the vendor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

2.104 IT STANDARDS

1. EXISTING TECHNOLOGY STANDARDS. The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://michigan.gov/dit>.
2. PM METHODOLOGY STANDARDS. The State has adopted a standard documented Project Management Methodology (PMM) for use on all Information Technology (IT) based projects. This policy is referenced in the document titled "Project Management Methodology" – DMB Administrative Guide Procedure 1380.02 issued June 2000. Vendors may obtain a copy of this procedure, as well as the State of Michigan Project Management Methodology, from the Department of Information Technology's website at <http://www.michigan.gov/projectmanagement>.

The contractor shall use the State's PPM to manage State of Michigan Information Technology (IT) based projects. The Requesting agency will provide the applicable documentation and internal agency processes for the methodology. If the vendor requires training on the methodology, those costs shall be the responsibility of the vendor, unless otherwise stated.

3. ADHERENCE TO PORTAL TECHNOLOGY TOOLS. The State of Michigan, Department of Information Technology, has adopted the following tools as its Portal Technology development efforts:
 - Vignette Content Management and personalization Tool
 - Inktomi Search Engine
 - E-Pay Payment Processing Module
 - Websphere Commerce Suite for e-Store applications



Vendors must use the Portal Technology Tools to implement web content management and deployment efforts for agencies. Tools used for web-based application development must work in conjunction with Vignette and Inktomi. The interaction with Vignette and Inktomi must be coordinated with the Department of Information Technology, Enterprise Application Services Office, e-Michigan Web Development team.

Under special circumstances vendors that are compelled to use alternate tools must submit an exception request to the Department of Information Technology, Enterprise Application Services Office, e-Michigan Web Development team, for evaluation and approval of each alternate tool prior to proposal evaluation by the State.

(If the solution is to be hosted on the michigan.gov hosted environment, then the application may need to be compliant with Websphere, or need to be evaluated for compatibility with Websphere.)

2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE)

When the State requires that a performance and reliability evaluation (PARE) is to be performed, the standard of performance for the PARE will be closely monitored during the acceptance period.

In the event that the PARE is for components only, all references to systems (processors) should be changed to components.

The Performance and Reliability Evaluation will consist of two phases.

PHASE I

The first phase shall be comprised of a specification compliance review of the equipment listed on the ordering documents. Such equipment shall be checked for total compliance with all required specifications of the RFQ. In the event that the State determines that any component or feature of the delivered equipment or software does not comply with the mandatory specifications of the RFQ, the State shall so notify the Contractor, allowing 8 hours for rectification by the Contractor. Should the Contractor be unable to rectify the deficiency, the State reserves the right to cancel the ordering document. Should the equipment and software pass the specification conformance review, the equipment shall enter Phase II of the PARE.

PHASE II

a. Determination of System Readiness

- 1) Prior to the PARE, a committee of three persons will be formed to evaluate the system's performance on a daily basis. The committee will consist of one Contractor representative and two State personnel.
- 2) The PARE will begin on the installation dates when the Contractor certifies that the equipment is ready for use by the State.

b. During the PARE:

All rerun times resulting from equipment failure and preventive maintenance shall be excluded from the performance hours.

- 1) All reconfiguration and reload time shall be excluded from the performance hours.
- 2) If files are destroyed as a result of a problem with Contractor equipment and must be rebuilt, the time required to rebuild the files will be considered "down-time" for the system.



- 3) If the Contractor requests access to failed equipment and the State refuses, then such maintenance will be deferred to a mutually agreeable time and the intervening time will not count against the PARE.
- 4) A functional benchmark demonstration will be run for the PARE Committee to confirm that the installed system is capable of performing the same functions that were demonstrated. This run must be completed to the satisfaction of the PARE Committee.

STANDARD OF PERFORMANCE

- a. The performance period (a period of one hundred eighty (180) consecutive calendar days) shall commence on the installation date, at which time the operational control becomes the responsibility of the State. It is not required that a single one hundred eighty (180) day period expire in order for another performance period to begin.
- b. If each component operates at an average level of effectiveness of 95 percent or more for a period of one hundred eighty (180) consecutive days from the commencement date of the performance period, it shall be deemed to have met the State's standard of performance period. The State shall notify the Contractor in writing of the successful completion of the performance period. The average effectiveness level is a percentage figure determined by dividing the total operational use time by the total operational use time plus associated down-time. In addition, the equipment shall operate in substantial conformance with the Contractor's published specifications applicable to such equipment on the date of this Agreement. Equipment added by amendment to this contract shall operate in conformance with the Contractor's published specifications applicable to such equipment at the time of such amendment.
- c. During the successful performance period, all rerun time resulting from equipment failure and preventive maintenance time shall be excluded from the performance period hours. All reconfigurations and reload time shall be excluded from the performance hours. Equipment failure down-time shall be measured by those intervals during the performance period between the time that the Contractor is notified of equipment failure and the time that the equipment is returned to the State in operating condition.
- d. During the successful performance period, a minimum of 80 hours of operational use time on each component will be required as a basis for computation of the average effectiveness level. However, in computing the effectiveness level, the actual number of operational use hours shall be used when in excess of the minimum stated above.
- e. No more than one hour will accrue to the performance hours during any one wall-clock hour.
- f. Equipment shall not be accepted by the State and no charges will be paid by the State until the standard of performance is met.
- g. When a system involves on-line machines, which are remote to the basic installation, the required effectiveness level shall apply separately to each component in the system.
- h. Promptly upon successful completion of the performance period, the State shall notify the Contractor in writing of acceptance of the equipment and authorize the monthly payments to begin on the first day of the successful performance period.
- i. If successful completion of the performance period is not attained within one hundred eighty five (185) days of the installation date, the State shall have the option of terminating the Contract, or continuing the performance tests. The State's option to terminate the contract shall remain in effect until such time as a successful completion of the performance period is attained. The Contractor shall be liable for all outbound preparation and shipping costs for contracted items returned under this clause.



- j. The PARE will be complete when the equipment has met the required effectiveness level for the prescribed time period.

2.106 PREVAILING WAGE

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Consumer and Industry Service, Bureau of Safety and Regulation, Wage/Hour Division schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Consumer and Industry Services, the office responsible for enforcement of the wage rates and fringe benefits. You shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.107 PAYROLL AND BASIC RECORDS

Payrolls and basic records relating to the performance of this contract shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

The Contractor shall submit a copy of all payrolls to the Contract Administrator upon request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained as indicated above.

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors upon request from the Contract Administrator

The Contractor or subcontractor shall permit the Contract Administrator or representatives of the Contract Administrator or the State of Michigan to interview employees during working hours on the job.

If the Contractor or subcontractor fails to submit required records or to make them available, the Contract Administrator may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment.

2.108 COMPETITION IN SUB-CONTRACTING

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.



2.109 CALL CENTER DISCLOSURE

Vendor and/or all subcontractors involved in the performance of this contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE

Contractor/Vendor is on notice that time is of the essence in the performance of this contract. Late performance will be considered a material breach of this contract, giving the State a right to invoke all remedies available to it under this contract.

2.202 CONTRACT PAYMENT SCHEDULE

All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Acquisition Services, Department of Management & Budget. This activity will occur only upon the specific written direction from Acquisition Services. **Please Note That This Contract Will Receive A 1.5% Discount, Net 10Days From Date Of Invoice Received**

2.203 POSSIBLE PROGRESS PAYMENTS

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS (Actual performance rendered)

Reserved

2.205 ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is available to State contractors. Vendor is required register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

2.206 PERFORMANCE OF WORK BY CONTRACTOR

Reserved

2.3 Contract Rights and Obligations

2.301 INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

2.302 CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted.



The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

2.303 ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this contract, or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Acquisition Services has given written consent to the delegation.

Bidder must obtain the approval of the Director of Acquisition Services before using a place of performance that is different from the address that bidder provided in the bid.

2.304 TAXES

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt from Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

2.305 INDEMNIFICATION

General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;



4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

2.306 LIMITATION OF LIABILITY

The Contractor's liability for damages to the State shall be limited to two times the value of the Contract. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor shall be limited to the value of the Contract.

**2.307 CONTRACT DISTRIBUTION**

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

2.308 FORM, FUNCTION, AND UTILITY

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

2.310 RESERVED**2.311 TRANSITION ASSISTANCE**

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

2.312 WORK PRODUCT

Work Products shall be considered works made by the Contractor for hire by the State and shall belong exclusively to the State and its designees, unless specifically provided otherwise by mutual agreement of the Contractor and the State. If by operation of law any of the Work Product, including all related intellectual property rights, is not owned in its entirety by the State automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to the State and its designees the ownership of such Work Product, including all related intellectual property rights. The Contractor agrees to provide, at no additional charge, any assistance and to execute any action reasonably required for the State to perfect its intellectual property rights with respect to the aforementioned Work Product.

Notwithstanding any provision of this Contract to the contrary, any preexisting work or materials including, but not limited to, any routines, libraries, tools, methodologies, processes or technologies (collectively, the "Development Tools") created, adapted or used by the Contractor in its business generally, including any and all associated intellectual property rights, shall be and remain the sole property of the Contractor, and the State shall have no interest in or claim to such preexisting work, materials or Development Tools, except as necessary to exercise its rights in the Work Product. Such rights belonging to the State shall include, but not be limited to, the right to use, execute, reproduce, display, perform and distribute copies of and prepare derivative works based upon the Work Product, and the right to authorize others to do any of the foregoing, irrespective of the existence therein of preexisting work, materials and Development Tools, except as specifically limited herein.



The Contractor and its subcontractors shall be free to use and employ their general skills, knowledge and expertise, and to use, disclose, and employ any generalized ideas, concepts, knowledge, methods, techniques or skills gained or learned during the course of performing the services under this Contract, so long as the Contractor or its subcontractors acquire and apply such information without disclosure of any confidential or proprietary information of the State, and without any unauthorized use or disclosure of any Work Product resulting from this Contract.

2.313 PROPRIETARY RIGHTS

A. Software Ownership

Ownership of Work Product by State.

All Deliverables shall be owned by the State and shall be considered works made for hire by the Contractor for the State. The State shall own all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.

Vesting of Rights. With the sole exception of any preexisting licensed works identified in contract, the Contractor shall assign, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any such Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon State's request, the Contractor and/or its personnel shall confirm such assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State shall have the right to obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

Cross-License.

Preexisting Works. In the event that any Deliverable constitutes a Derivative Work of any preexisting work, the bidder shall ensure that their proposal pertaining to such Deliverable so indicates by references to (1) the nature of such preexisting work, (2) its owner, (3) any restrictions or royalty terms applicable to the Bidder's use of such preexisting work or State's marketing of the Deliverable as a Derivative Work, and (4) the source of Bidder's authority to employ the preexisting work in the preparation of the Deliverable.

Unless otherwise specifically agreed to by the State, before initiating the preparation of any Deliverable that is a Derivative of a preexisting work, the Contractor shall cause the State to have and obtain the irrevocable, nonexclusive, worldwide, royalty-free right and license to (1) use, execute, reproduce, display, perform, distribute internally or externally, sell copies of, and prepare Derivative Works based upon all preexisting works and Derivative Works thereof, and (2) authorize or sublicense others from time to time to do any or all of the foregoing.

2.314 WEBSITE INCORPORATION

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

2.4 Contract Review and Evaluation

2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract.



However, overseeing the Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services.** The Contract Compliance Inspector for this project is:

Edward Roeber
Office of Educational Assessment & Accountability
P.O. Box 30008
Lansing, MI 48909

2.402 PERFORMANCE REVIEWS

Acquisition Services in conjunction with the MDE may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

- (a) Inspection of Work Performed. The State's authorized representatives shall at all reasonable times and with ten (10) days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon ten (10) Days prior written notice and during business hours, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that such access will not interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives, so long as no security, labor relations policies and propriety information policies are violated.
- (b) Examination of Records. No more than once per year, Contractor agrees that the State, including its duly authorized representatives, until the expiration of seven (7) years following the creation of the material (collectively, the "Audit Period"), shall, upon twenty (20) days prior written notice, have access to and the right to examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the terms and conditions of the Contract and with applicable laws and rules, including the State's procurement rules, regulations and procedures, and actual performance of the Contract for the purpose of conducting an audit, examination, excerpt and/or transcription but the State shall not have access to any information deemed confidential to Contractor to the extent such access would require such confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.



- (c) Retention of Records. Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.
- (d) Audit Resolution. If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within thirty (30) days from receipt of such report, unless a shorter response time is specified in such report. The Contractor and the State shall develop and agree upon an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in such audit report.
1. Errors. If the audit demonstrates any errors in the statements provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) quarterly statements. If a balance remains after four (4) quarterly statements, then the remaining amount will be due as a payment or refund within forty-five (45) days of the last quarterly statement that the balance appeared on or termination of the contract, whichever is earlier.
 2. In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than ten (10%), then the Contractor shall pay all of the reasonable costs of the audit.

2.5 Quality and Warranties

2.501 PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Acquisition Services has approved a change.

2.502 LIABILITY INSURANCE

A. Insurance

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.



The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Companies that have been approved to do business in the State shall issue all policies of insurance required in this Contract.

See www.michigan.gov/cis

Where specific limits are shown, they are the minimum acceptable limits. If Contractor’s policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Before both parties sign the Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Acquisition Services, certificate(s) of insurance verifying insurance coverage (“Certificates”). The Certificate must be on the standard “accord” form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State’s sole option, result in this Contract’s termination.

The Contractor is required to pay for and provide the type and amount of insurance checked **below**:

1. Commercial General Liability with the following minimum coverage:

\$2,000,000	General Aggregate Limit other than Products/Completed Operations
\$2,000,000	Products/Completed Operations Aggregate Limit
\$1,000,000	Personal & Advertising Injury Limit
\$1,000,000	Each Occurrence Limit
\$500,000	Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor’s business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers’ compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor’s domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees’ activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.



The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:

\$100,000	each accident
\$100,000	each employee by disease
\$500,000	aggregate disease
5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).
6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.
8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

B. Subcontractors

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

C. Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of Acquisition Services certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.



Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

2.503 RESERVED

2.504 GENERAL WARRANTIES (goods)

Warranty of Merchantability – Goods provided by vendor under this agreement shall be merchantable. All goods provided under this contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the vendor or on the container or label.

Warranty of fitness for a particular purpose – When vendor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the vendor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

Warranty of title – Vendor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by vendor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by vendor, under this agreement, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.505 CONTRACTOR WARRANTIES

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;



8. The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.
9. The contract appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with the contract's requirements.
10. The Contractor is the lawful owner or licensee of any Deliverable licensed or sold to the state by Contractor or developed by Contractor under this contract, and Contractor has all of the rights necessary to convey to the state the ownership rights or license use, as applicable, of any and all Deliverables.
11. If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items as set forth in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
12. The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.
13. The Contractor is qualified and registered to transact business in all locations where required.
14. Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
15. All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the contract or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

2.506 STAFF

The State reserves the right to approve the Contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

The Contractor shall not remove or reassign, without the State's prior written approval any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

**2.507 SOFTWARE WARRANTIES**(a) Performance Warranty

The Contractor represents and warrants that Deliverables, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract) for a period of ninety (90) days. In the event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

(b) No Surreptitious Code Warranty

The Contractor represents and warrants that no copy of licensed Software provided to the State contains or will contain in any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the "No Surreptitious Code Warranty."

As used in this Contract, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, "Unauthorized Code" means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.

In addition, Contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the State.

(c) Calendar Warranty

The Contractor represents and warrants that all software for which the Contractor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure calendar year rollover compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

(d) Third-party Software Warranty

The Contractor represents and warrants that it will disclose the use or incorporation of any third-party software into the Deliverables. At the time of Delivery, the Contractor shall provide in writing the name and use of any Third-party Software, including information regarding the Contractor's authorization to include and utilize such software. The notice shall include a copy of any ownership agreement or license that authorizes the Contractor to use the Third-party Software.

**2.508 EQUIPMENT WARRANTY**

Reserved

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it will maintain such equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance in accordance with the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) shall be in good operating condition and shall operate and perform to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of one (1) year commencing upon the first day following Final Acceptance.

Within _____ *Note: Fill in number of days*) business days of notification from the State, the Contractor shall adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor shall assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor shall provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract shall be performed by original equipment manufacturer (OEM) trained, certified and authorized technicians.

The Contractor shall act as the sole point of contact for warranty service. The Contractor warrants that it shall pass through to the State any and all warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

2.509 PHYSICAL MEDIA WARRANTY

Contractor represents and warrants that each licensed copy of the Software provided by the Contractor is free from physical defects in the media that tangibly embodies the copy. This warranty does not apply to defects discovered more than thirty (30) days after that date of Final Acceptance of the Software by the State. This warranty does not apply to defects arising from acts of Excusable Failure. If the Contractor breaches this warranty, then the State shall be entitled to replacement of the non-compliant copy by Contractor, at Contractor's expense (including shipping and handling).

2.6 Breach of Contract**2.601 BREACH DEFINED**

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this contract.

2.602 NOTICE AND THE RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.



2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaroud plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaroud plans or other means.

2.7 Remedies

2.701 CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.



In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

2.702 RIGHTS UPON CANCELLATION

A. Rights and Obligations Upon Termination

- (1) If this Contract is terminated by the State for any reason, Contractor shall (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) in the event that the Contractor maintains title in equipment and software that is intended to be transferred to the State at the termination of the Contract, Contractor will transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables and other Developed Materials intended to be transferred to the State at the termination of the Contract



and which are resulting from the Contract (which shall be provided to the State on an “As-Is” basis except to the extent the amounts paid by the State in respect of such items included compensation to Contractor for the provision of warranty services in respect of such materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

- (2) In the event the State terminates this Contract prior to its expiration for its own convenience, the State shall pay Contractor for all charges due for Services provided prior to the date of termination and, if applicable, as a separate item of payment pursuant to this Contract, for partially completed Deliverables, on a percentage of completion basis. All completed or partially completed Deliverables prepared by Contractor pursuant to this Contract shall, at the option of the State, become the State’s property, and Contractor shall be entitled to receive equitable fair compensation for such Deliverables. Regardless of the basis for the termination, the State shall not be obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (3.) If any such termination by the State is for cause, the State shall have the right to set-off against any amounts due Contractor the amount of any damages for which Contractor is liable to the State under this Contract or pursuant to law or equity.
- (4.) Upon a good faith termination, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Services under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

B. Termination Assistance

If the Contract (or any Statement of Work issued under it) is terminated for any reason before completion, Contractor agrees to provide for up to two-hundred seventy (270) calendar days after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of the Contract (Notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. The State shall compensate Contractor for such termination assistance at the same rates and charges set forth in the Contract on a time and materials basis in accordance with the Labor Rates indicated within Contractors pricing section. If the Contract is terminated by Contractor under **Section 20**, then Contractor may condition its provision of termination assistance under this Section on reasonable assurances of payment by the State for such assistance, and any other amounts owed under the Contract.

C. Reservation of Rights

Any termination of the Contract or any Statement of Work issued under it by a party shall be with full reservation of, and without prejudice to, any rights or remedies otherwise available to such party with respect to any claims arising prior to or as a result of such termination.

D. End of Contract Transition

In the event the Contract is terminated, for convenience or cause, or upon expiration, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. In the event of termination or the expiration of the Contract, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 270 calendar days. These efforts shall include, but are not limited to, the following:



- (1) Personnel - The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor shall allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by the Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors.
- (2) Knowledgeable Personnel. Contractor will make available to the State or a Third Party Provider knowledgeable personnel familiar with the operational processes and procedures used to deliver products and services to the State. The Contractor personnel will work with the State or third party to help develop a mutually agreeable transition plan, work to transition the process of ordering, shipping and invoicing equipment and services to the State.
- (3) Information - The Contractor agrees to provide reasonable detailed specifications for all Services needed by the State, or specified third party, to properly provide the services required under the Contract. The Contractor will also provide any licenses required to perform the Services under the Contract.
- (4) Software. - The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services under the Contract. This shall include any documentation being used by the Contractor to perform the Services under the Contract. If the State transfers any software licenses to the Contractor, those licenses shall, upon expiration of the Contract, transfer back to the State at their current revision level.
- (5) Payment - If the transition results from a termination for any reason, reimbursement shall be governed by the termination provisions of the Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after Contract expiration that result from transition operations). The hourly rates or fixed price to be charged will be agreed upon prior to the work commencing.
- (6) Single Point of Contact. Contractor will maintain a Single Point of Contact (SPOC) for the State after termination of the Contract until all product and service obligations have expired.

E. Transition out of this Contract

- (1) In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the Contractor agrees to perform the following obligations, and any others upon which the State and the Contractor agree:
 - (i) Cooperating with any contractors, vendors, or other entities with whom the State contracts to meet its telecommunication needs, for at least two hundred and seventy (270) days after the termination of this Contract;
 - (ii) Reserved.
 - (iii) Providing the State with all asset management data generated from the inception of this Contract through the date on which this Contract is terminated, in a comma-delimited format unless otherwise required by the Program Office;
 - (iv) Reconciling all accounts between the State and the Contractor;
 - (v) Allowing the State to request the winding up of any pending or ongoing projects at the price to which the State and the Contractor agreed at the inception of the project;
 - (vi) Freezing all non-critical software changes;
 - (vii) Notifying all of the Contractor's subcontractors of procedures to be followed during the transition out phase;
 - (viii) Assisting with the communications network turnover, if applicable;
 - (ix) Assisting in the execution of a parallel operation until the effective date of termination of this Contract
 - (x) Answering questions regarding post-migration services;



- (xi) Delivering to the State any remaining owed reports and documentation still in the Contractor's possession.
- (2) In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:
 - (i) Reconciling all accounts between the State and the Contractor;
 - (ii) Completing any pending post-project reviews.

2.703 LIQUIDATED DAMAGES

- C. The State and the Contractor hereby agree to the specific standards set forth in this Contract. It is agreed between the Contractor and the State that the actual damages to the State as a result of Contractor's failure to provide promised services would be difficult or impossible to determine with accuracy. The State and the Contractor therefore agree that liquidated damages as set out herein shall be a reasonable approximation of the damages that shall be suffered by the State as a result thereof. Accordingly, in the event of such damages, at the written direction of the State, the Contractor shall pay the State the indicated amount as liquidated damages, and not as a penalty. Amounts due the State as liquidated damages, if not paid by the Contractor within fifteen (15) days of notification of assessment, may be deducted by the State from any money payable to the Contractor pursuant to this Contract. The State will notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date the State deducts such sums from money payable to the Contractor. No delay by the State in assessing or collecting liquidated damages shall be construed as a waiver of such rights.
- D. The Contractor shall not be liable for liquidated damages when, in the opinion of the State, incidents or delays result directly from causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, fires, floods, epidemics, and labor unrest; but in every case the delays must be beyond the control and without the fault or negligence of the Contractor.
- E. Liquidated damages will be assessed as follows:

As a reminder, the following definitions apply to this contract:

- Pilot testing:* the stand-alone trial of assessment forms on at least 100 students, performed by the development contractor.
- Field testing:* the embedded trial of items on operational assessment forms during regular assessment windows, where the embedded trial items have undergone pilot-testing. Trial items for field testing are provided by the development contractor to the administration contractor for embedding in operational forms.
- Emergency form:* An alternate form of the MEAP assessments at each grade level and content area consisting only of items measuring core GLCEs. The emergency form may remain the same from cycle to cycle as long as security of the emergency form is not compromised. At the outset of this contract, an emergency form will already exist, and will only need to be replaced by the development contractor in the event of a security breach.
- Operational form:* The standard form of the MEAP assessments at each grade level and content area consisting of operational and field-test items to be administered during the strict assessment cycle window(s).

There are three areas in which the performance of the selected development contractor will be most closely monitored. For each of these areas, there is a specific penalty for failure to perform or to perform adequately. These are listed below:



Quantity of items within specified timelines: OEAA requires that sufficient items be field tested (5 field test MC items and 2 field test CR items per expectation or benchmark) including passages, graphics, and other requirements to ensure that operational items released to the public will be replaced with successfully field tested items. Since pilot testing will eliminate some items from consideration for field-testing, at least 7 MC items or 4 CR items (as appropriate for each expectation or benchmark in the curriculum framework) should pass committee and OEAA reviews prior to pilot testing. Regardless of these guidelines, the development contractor is responsible to assure that sufficient numbers of items survive both pilot and field testing. All meetings for item development must be completed within 20 business days of agreed-upon time frames.

Failure to produce sufficient numbers of items for pilot testing within the timelines will result in a \$500 penalty for each expectation or benchmark with fewer than 7 MC items or fewer than 4 CR items, as appropriate. There will be an additional \$1,000 penalty for each business-day delay in providing the required number of pilot-test items.

OEAA also requires sufficient successfully field-tested items to be developed to maintain one operational form of each test and one emergency form of each test in the item bank at the conclusion of each test cycle.

A \$10,000 penalty shall be assessed for *each calendar day* of delay in the final handoff of camera-ready field-test forms to the administration contractor in each assessment cycle.

Quality of items pilot tested, and quality of items and/or forms submitted to the administration contractor for field testing

All items must meet certain specifications outlined in this contract. OEAA staff has the right and responsibility to review items at any stage in the development process, according to the guidelines set forth in this contract, and to determine whether any item or form is sufficiently well developed to proceed with the next step in the development process.

Upon notice from OEAA that item(s) and/or form(s) are deficient to proceed with the next step in the development process, the contractor's refusal to repair the deficiencies shall result in the item(s) and/or form(s) being considered *not camera-ready* at the date of the transfer of items/forms to the administration contractor. For pilot testing, all penalties for missing pilot-test items shall apply. For field testing, all penalties for failure to deliver camera-ready copies of field-test forms shall apply.

Materials Must be Distributed to School Districts on Time As indicated in the contract, all necessary pilot-test assessment materials are to be in school districts no later than two weeks prior to the pilot testing window. This date presumes that the OEAA staff has met their portion of the schedule. If not, the schedule will be adjusted accordingly, and the revised schedule will be used for determination of whether the development contractor has met this portion of the requirements of the contract.

Failure to meet this requirement: \$10,000 *per business day* for any or all materials missing from any, or all, Michigan school districts.

2.704 STOP WORK

1. The State may, at any time, by written stop work order to the Contractor, require that the Contractor stop all, or any part, of the work called for by this Contract for a period of up to 90 days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this section. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either:
 - a) Cancel the stop work order; or
 - b) Cancel the work covered by the stop work order as provided in the cancellation section of this Contract.



2. If a stop work order issued under this section is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - a) The stop work order results in an increase in the time required for, or in the Contractor's costs properly allocable to the performance of any part of this Contract; and
 - b) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
3. If the stop work order is not canceled and the work covered by the stop work order is canceled for reasons other than material breach, the State shall allow reasonable costs resulting from the stop work order in arriving at the cancellation settlement.
4. If a stop work order is not canceled and the work covered by the stop work order is canceled for material breach, the State shall not allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related contract of the Contractor that provides for adjustment and is affected by any stop work order under this section. The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this section.

2.705 SUSPENSION OF WORK

The Contract Administrator may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contract Administrator determines appropriate for the convenience of the Government.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contract Administrator in the administration of this contract, or (2) by the Contract Administrator's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

A claim under this clause shall not be allowed:

- (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contract Administrator in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

2.8 Changes, Modifications, and Amendments

2.801 APPROVALS

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

**2.802 TIME EXTENTIONS**

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

2.803 MODIFICATION

Acquisition Services reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on the Contract, only if prior written approval has been granted by Acquisition Services.

2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this contract to the Contract Administrator in Acquisition Services. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of the administration contractor's records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

**2.805 CHANGES**

- (a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) In the Government-furnished facilities, equipment, materials, services, or site; or
 - (4) Directing acceleration in the performance of the work.

- (b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:
 - (1) The date, circumstances, and source of the order; and
 - (2) That the Contractor regards the order as a change order.

- (c) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

Appendix A: Assessment Designs

Elementary and Middle School

I. Mathematics

The following table shows the numbers of items needed for each operational assessment, including embedded field test items. The operational items are for core Grade Level Content Expectations (GLCEs), in which every student will take three items for student-level reporting. Also, there will be three items for each future and extended GLCE, which will be spiraled and reported at the group level only. The embedded field test items will have been tried out with small groups of students prior to their inclusion in the operational assessment, and will refresh the item banks for future operational testing. The expectation is that 3 out of 4 MC field test items will survive statistical review, and half of the CR field test items will survive.

Total Items Needed per Assessment Cycle by Grade	Operational		Vertical Linking	Embedded Field Test	
	MC	CR		MC	CR
3	63	1	36	96	2
4	114	1	72	108	2
5	114	4	72	100	8
6	117	2	72	104	9
7	123	0	72	112	0
8	90	2	36	88	4

The following table shows the number of items that will appear in each operational assessment booklet. In order to simplify assessment administration and ensure accurate reporting of the core items across forms, operational items will be in the same positions on all forms. Similarly, constructed response items will be in the same positions on all forms, either at the end of section(s) of the assessment or at the end of the entire assessment.

Assessment Length by Grade	Total Forms	Operational		Vertical Linking	Embedded Field Test		Total per Form
		MC	CR		MC	CR	
3	12	64	0 to 1	3	8	0 to 1	76
4	12	73	1	6	9	0 to 1	89 to 90
5	12	67	3 to 4	6	8	0 to 1	86
6	12	71	2	6	9	0 to 1	88 to 89
7	12	77	0	6	9	0	92
8	12	57	1 to 2	3	8	0 to 1	70

Here is an example of the fifth grade operational assessment design:

- | | |
|--------------------------|--|
| 63 Core MC items | 1 Extended Core or Replacement CR item |
| 3 Core CR items | 3 Future Core MC items |
| 6 Vertical linking items | 8 Replacement MC items |
| 2 Extended Core MC items | |

II. English Language Arts

The following table shows the numbers of items needed for each operational assessment, including embedded field test items.

Total Items Needed per Assessment Cycle by Grade	Operational		Vertical Linking	Embedded Field Test	
	MC	CR		MC	CR
3	63	3	N/A	120	9
4	63	3	N/A	120	9
5	63	3	N/A	120	9
6	63	3	N/A	120	9
7	63	3	N/A	120	9
8	63	3	N/A	120	9

Each operational ELA assessment includes an embedded field test portion consisting of either (a) one or more passages with 10 multiple choice items, (b) 10 writing multiple choice items, or (c) one or two writing exercises.

The following table shows the number of items that will appear in each operational assessment booklet. In order to simplify assessment administration and ensure accurate reporting of the core items across forms, operational items will be in the same positions on all forms. Similarly, constructed response items will be in the same positions on all forms, either at the end of section(s) of the assessment or at the end of the entire assessment. Vertical linking is accomplished by sharing passages across grades.

Assessment Length by Grade	Total Forms	Operational		Vertical Linking	Embedded Field Test	Total per Form
		MC	CR		MC or CR	
3	20	58 to 63	3	N/A	10 MC or 1 to 2 CR	62 to 76
4	20	58 to 63	3	N/A	10 MC or 1 to 2 CR	62 to 76
5	20	58 to 63	3	N/A	10 MC or 1 to 2 CR	62 to 76
6	20	58 to 63	3	N/A	10 MC or 1 to 2 CR	62 to 76
7	20	58 to 63	3	N/A	10 MC or 1 to 2 CR	62 to 76
8	20	58 to 63	3	N/A	10 MC or 1 to 2 CR	62 to 76

The operational part of each assessment form will consist of:

- one or more narrative passages with associated MC items
- one or more informational passages with associated MC items
- one or more cross-text pairings with associated MC items
- a written response to a pair of reading passages
- one to two pieces of student writing with associated 5-10 MC editing items
- a short writing exercise
- a longer writing exercise

The embedded field test part of each assessment form will consist of:

- one or more reading passages with associated MC items, OR
- one or more CR items (with associated text or prompts)

The amount of text (total number of words) for each grade level cannot exceed a certain limit established by instructional experts as follows:

Approximate Word Counts on ELA Assessments

Grade	Approximate maximum length per form	Number of texts	Type of texts
3	2100	Up to 6	At least two narrative, and at least two informational. Remainder may be a mixture.
4	2250		
5	2500		
6	2800		
7	3150		
8	3500		
11	4500		

III. Science

The following table shows the numbers of items needed for each operational assessment, including embedded field test items.

Assessment Items Needed per Assessment Cycle by Grade	Operational		Embedded Field Test	
	MC	CR	MC	CR
5	88	0*	120	0*
8	88	0*	120	0*

* Depending on the recommendations of the Science task force, some constructed response items may be required in future cycles.

The following table shows the number of items that will appear in each operational assessment booklet.

Assessment Length by Grade	Total Forms	Operational		Embedded Field Test		Total per Form
		MC	CR	MC	CR	
5	12	88	0*	10	0*	98
8	12	88	0*	10	0*	98

* Depending on the recommendations of the Science task force, some constructed response items may be required in future cycles.

IV. Social Studies

The following table shows the numbers of items needed for each operational assessment, including embedded field test items.

Assessment Items Needed per Assessment Cycle by Grade	Operational		Embedded Field Test	
	MC	CR	MC	CR
6	57	1	80	4
9	57	1	80	4

The following table shows the number of items that will appear in each operational assessment booklet.

Assessment Length by Grade	Total Forms	Operational		Embedded Field Test		Total per Form
		MC	CR	MC	CR	
6	8	62	2	10	1	75
9	8	62	2	10	1	75

High School Assessment Designs

The high school assessment designs will continue to be as they have been in the past, both in length and content. The following table shows the numbers of items needed for each operational assessment.

Assessment Items Needed per Assessment Cycle by Subject	Operational		Embedded Field Test	
	MC	CR	MC	CR
Math	40	3	60	12
ELA	25	3	96	6
Science	46	4	84	12
Social Studies	47	1	72	4

The following table shows the number of items that will appear in each operational assessment booklet.

Assessment Length by Subject	Total Forms	Operational		Embedded Field Test		Total per Form
		MC	CR	MC	CR	
Math	8	40	3	11	1	55
ELA	8	25	3	12	1	41
Science	8	46	4	11	1	62
Social Studies	8	47	1	9	1	65

Item Development Price Comparison on ITB 07115200066

Description	HARCOURT															
	Prior to 1st Academic Year			2005-06 Academic Yr			2006-07 Academic Yr			2007-08 Academic Yr			HARCOURT			
	Proposed Unit Cost	Estimated Quantity	Lump Sum or Total	Proposed Unit Cost	Estimated Quantity	Lump Sum or Total	Proposed Unit Cost	Estimated Quantity	Lump Sum or Total	Proposed Unit Cost	Estimated Quantity	Lump Sum or Total				
Committee Member Meeting Participation (Per Person Per Day)																
Item Development Team																
Mathematics (30 people * 12 days)/year				\$ 216.11	360	\$ 77,801	\$ 216.11	360	\$ 77,801	\$ 216.11	360	\$ 77,801	\$ 216.11	360	\$ 77,801	\$ 233,403
ELA (30 people * 12 days)/year				\$ 216.11	360	\$ 77,801	\$ 216.11	360	\$ 77,801	\$ 216.11	360	\$ 77,801	\$ 216.11	360	\$ 77,801	\$ 233,403
Science (18 people * 12 days)/year				\$ 250.88	216	\$ 54,191	\$ 250.88	216	\$ 54,191	\$ 250.88	216	\$ 54,191	\$ 250.88	216	\$ 54,191	\$ 162,573
Social Studies (18 people * 12 days)/year				\$ 250.88	216	\$ 54,191	\$ 250.88	216	\$ 54,191	\$ 250.88	216	\$ 54,191	\$ 250.88	216	\$ 54,191	\$ 162,573
Bias Sensitivity																
Mathematics (8 people * 8 grades * 5 days)/year				\$ 250.00	320	\$ 80,000	\$ 250.00	320	\$ 80,000	\$ 250.00	320	\$ 80,000	\$ 250.00	320	\$ 80,000	\$ 240,000
ELA (8 people * 8 grades * 7 days)/year				\$ 178.57	448	\$ 80,000	\$ 178.57	448	\$ 80,000	\$ 178.57	448	\$ 80,000	\$ 178.57	448	\$ 80,000	\$ 240,000
Science (8 people * 4 grades * 5 days)/year				\$ 250.00	160	\$ 40,000	\$ 250.00	160	\$ 40,000	\$ 250.00	160	\$ 40,000	\$ 250.00	160	\$ 40,000	\$ 120,000
Social Studies (8 people * 4 grades * 5 days)/year				\$ 250.00	160	\$ 40,000	\$ 250.00	160	\$ 40,000	\$ 250.00	160	\$ 40,000	\$ 250.00	160	\$ 40,000	\$ 120,000
Content Advisory																
Mathematics (8 people * 8 grades * 7 days)/year				\$ 321.43	448	\$ 144,000	\$ 321.43	448	\$ 144,000	\$ 321.43	448	\$ 144,000	\$ 321.43	448	\$ 144,000	\$ 432,000
ELA (8 people * 8 grades * 9 days)/year				\$ 194.44	576	\$ 112,000	\$ 194.44	576	\$ 112,000	\$ 194.44	576	\$ 112,000	\$ 194.44	576	\$ 112,000	\$ 336,000
Science (8 people * 4 grades * 7 days)/year				\$ 250.00	224	\$ 56,000	\$ 250.00	224	\$ 56,000	\$ 250.00	224	\$ 56,000	\$ 250.00	224	\$ 56,000	\$ 188,000
Social Studies (8 people * 4 grades * 8 days)/year				\$ 250.00	256	\$ 64,000	\$ 250.00	256	\$ 64,000	\$ 250.00	256	\$ 64,000	\$ 250.00	256	\$ 64,000	\$ 192,000
Committee Member Meeting Participation			\$ -			\$ 879,984			\$ 879,984			\$ 879,984			\$ 879,984	\$ 2,639,952
Other - Please Describe																
Information System infrastructure			No Charge			No Charge			No Charge			No Charge			No Charge	No Charge
Item Banking System			\$ 39,838			\$ 22,605			\$ 22,605			\$ 22,605			\$ 22,605	\$ 107,653
Technical Reports			\$ -			\$ 1,931			\$ 1,931			\$ 1,931			\$ 1,931	\$ 5,793
Contractor's staff participation at meetings			\$ 238,877			\$ 301,930			\$ 301,930			\$ 301,930			\$ 301,930	\$ 1,144,667
Item Bank Transfer and Maintenance			\$ 59,757			\$ 33,908			\$ 33,908			\$ 33,908			\$ 33,908	\$ 161,481
Printing and Shipping of Pilot Test			\$ -			\$ 191,190			\$ 191,190			\$ 191,190			\$ 191,190	\$ 573,570
Scoring of Pilot Test			\$ -			\$ 10,879			\$ 10,879			\$ 10,879			\$ 10,879	\$ 32,637
Statewide Item Reviews			\$ -			\$ 5,582			\$ 5,582			\$ 5,582			\$ 5,582	\$ 16,746
Permissions			\$ -			\$ 19,850			\$ 19,850			\$ 19,850			\$ 19,850	\$ 59,550
Other			\$ 338,472			\$ 587,875			\$ 587,875			\$ 587,875			\$ 587,875	\$ 2,102,097
TOTAL ITEM DEVELOPMENT			\$ 411,543			\$ 2,387,161			\$ 2,387,161			\$ 2,387,161			\$ 2,387,161	\$ 7,499,955
Listening Item Development																
Grade 4 Listening						\$ 22,109			\$ 22,109			\$ 22,109			\$ 22,109	\$ 66,327
Grade 7 Listening						\$ 22,262			\$ 22,262			\$ 22,262			\$ 22,262	\$ 66,786
Printing and Shipping of Pilot Tests						\$ 26,454			\$ 26,454			\$ 26,454			\$ 26,454	\$ 79,362
			\$ -			\$ 70,825			\$ 70,825			\$ 70,825			\$ 70,825	\$ 212,475
Total With Listening						\$ 70,825			\$ 70,825			\$ 70,825			\$ 70,825	\$ 7,712,430