



# STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah: Department Name: Education Agency Code: 400 Division Name: Assessment, referred to as (STATE), and the following CONTRACTOR:

American Institutes for Research  
 Name  
1000 Thomas Jefferson Street NW  
 Address  
Washington DC 20007  
 City State Zip

LEGAL STATUS OF CONTRACTOR  
 Sole Proprietor  
 Non-Profit Corporation  
 For-Profit Corporation  
 Partnership  
 Government Agency

Contact Person: Thomas Jesulaitis Phone #: (202) 403-5031 Email: tjesulaitis@air.org  
 Vendor #: 113374A Commodity Code #: 20853

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Utah Statewide Computer Adaptive Assessment System and related services.
3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# 400 320 000 000 02, FY2013, Bid# PR13015 or a pre-approved sole source authorization (from the Division of Purchasing) # SS\_\_\_\_\_.
4. CONTRACT PERIOD: Effective Date: 02/01/2013 Termination Date: 01/31/2018 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): none. All payments under this contract will be completed within 90 days after the Termination Date.
5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$39,303,646 for costs authorized by this contract. Additional information regarding costs: see attached budget
6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions  
 ATTACHMENT B: Additional Terms and Conditions  
 ATTACHMENT C: AIR/USOE Understandings  
 ATTACHMENT D: Detailed Budget and Payment Schedule  
**Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.**
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
  - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
  - b. Utah State Procurement Code, Procurement Rules, Utah RFP Solicitation PR13015, and CONTRACTOR'S response thereto dated 09/30/2012.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE

Thomas Jesulaitis 12/18/12  
 Contractor's signature Date

[Signature] 20 Dec 2012  
 Agency's signature Date

Thomas Jesulaitis, Chief Contracts Officer

[Signature] 12/21/12  
 Director, Division of Purchasing Date

CONTRACT RECEIVED AND  
 PROCESSED BY  
 DIVISION OF FINANCE

DEC 21 2012

[Signature]  
 USOE Accounting Date

<u>Michael Rigby</u> Agency Contact Person	<u>801-538-7623</u> Telephone Number	<u>801-538-7605</u> Fax Number	<u>michael.rigby@schools.utah.gov</u> Email
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## ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation for Bids or to the Multi-Step Process.

### 5.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including UCA Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

### 5.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
8. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
12. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
14. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
15. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at <http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf>. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
16. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
17. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
18. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
19. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
20. **PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.
21. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS rate is adjusted quarterly, and is applied on a per annual basis, on the invoice amount that is overdue. All payments to the Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card).

22. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
23. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
24. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
25. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
26. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).
27. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Attachment A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.
28. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 12 July 2011)

## ATTACHMENT B: ADDITIONAL TERMS AND CONDITIONS

1. **INDEMNIFICATION PROCEDURES:** The Contractor's indemnification obligations under the contract are subject to (i) its receiving prompt written notice from the State of any such third party claim, (ii) its having sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, and (iii) the reasonable cooperation of the State in defending against and/or settling any such claim.
2. **INDEMNIFICATION:** For purposes of clarification and to resolve any ambiguity and avoid any misunderstanding, the parties agree that the indemnification obligations on the part of the Contractor arising out of its performance of the contract as contained in paragraphs 8 and 22 of Attachment A are intended solely to protect the State against third party claims (i) to the extent such claims arise out of or result from the negligence or willful misconduct of the Contractor's officers, agents or employees, in the case of paragraph 8, (ii) that the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of the contract infringes any U.S. copyright, patent or trademark, in the case of paragraph 22.
3. **CONTRACTOR NOT PROVIDING PRODUCTS:** Notwithstanding paragraph 16 of Attachment A, the State and the Contractor acknowledge and agree that the Contractor will not be licensing, contracting or selling products of any kind to the State under the contract.
4. **LIMITATION OF LIABILITY:** Notwithstanding anything to the contrary contained in the contract, in no event shall the Contractor be liable for any special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue or profits, loss of technology rights or services, loss of data or interruption or loss of use of software of any portion thereof regardless of the legal theory under which such damages are sought, and even if the Contractor has been advised of the likelihood of such damages. Except in instances involving personal injury or property damage, the Contractor's total liability to the State for any and all damages whatsoever arising out of or in any way related to this contract from any cause, including but not limited to contractual liability or the Contractor's negligence, errors, omissions, strict liability, breach of contract or breach of warranty (each, a "Contractor Liability") during any contract year (beginning with the effective date of the contract) shall not exceed ten percent (10%) of the actual amount paid by the State during the contract year in which the event giving rise to such liability takes place. Under no circumstances shall damages arising from a Contractor Liability that is incurred in one contract year carry over to a subsequent contract year, even if such Contractor Liability has been limited during the contract year in which the event giving rise to such Contractor Liability took place due to the limitation on total liability set forth in this Clause. To the extent the contract allows the State to impose liquidated damages, the State agrees that (i) such liquidated damages shall constitute the State's sole and exclusive remedy for the event giving rise to such liability, and (ii) any liquidated damages incurred by the Contractor shall be subject to and count toward the limitation on the Contractor's total liability as prescribed in the preceding sentences of this Section 4 of Attachment B.
5. **FORCE MAJEURE:** The parties agree that paragraph 25 of Attachment A is intended to apply to all events beyond a party's reasonable control, including but not limited to fire, riot, acts of God and/or war.

## AIR/USOE Understandings

The following shall become understandings of AIR and USOE responsibilities under the contract.

1. This contract is for AIR's alternate pricing option (page V-33) for \$39,303,646.
2. Contract Year 1 is contract award date through August 31, 2013. Future contract years begin on September 1 and end on August 31.
3. AIR will work with USOE on every aspect of the Utah Statewide Computer Adaptive Assessment System, and USOE retains final decision making authority for implementation in Utah.
4. The Liquidated Damages clause on RFP Page 4 applies to "specified tests, reports, and data [that] are not available by the dates specified in a resulting contract." The schedule in AIR's proposal (Appendix F) is an estimated schedule at this point of contract execution and will not be used for AIR's performance. The final dates to be applied to AIR's performance will be mutually agreed to annually as part of an approved Implementation Schedule.
5. For the Subcontractor clause on RFP Page 4, the definition of Subcontractor shall be any contractor or vendor that is hired by AIR to perform all or a substantial substantive portion of a major deliverable or service under this Contract. Data Recognition Corporation, the Independent Alignment Subcontractor (to be selected), and similarly responsible organizations shall be considered subcontractors; Rackspace, temporary employment agencies, and similarly situated organizations shall be considered vendors not subject to this clause. Subcontracts shall be provided to USOE within 60 days of the execution of such subcontract.

### Text Corrections/Alignment

1. Insert text on page I-17 to read "USOE may choose to have AIR develop one 15-20 minute tutorial per online system...."
2. The review of item alignment by committee, described on page II-57, is included in AIR's price even though this meeting is missing from Exhibit V-1.
3. During Year 1, the Item Writer Training shall be 2-days (Page II-60), not 1-day as indicated in Exhibit V-1 (page V-37).
4. On Page II-64, the reference to Delaware's Grade-Level Expectations (GLEs) should refer to Utah content standards.
5. On Page I-13, the sentence should read "USOE is encouraged to send psychometric staff or psychometric contractor (at [AIR] expense) to participate in this process..."
6. Standard Setting will occur after Spring 2014. The references to Standard Setting in future years on Page IV-4 were typographical errors and are deleted.
7. The reference to "resources from CTB/McGraw-Hill's Acuity collection in ELA and mathematics" on Page III-13 is deleted.
8. The RFP Q&A 41/42 indicates final specifications for upload would be defined during contract negotiations. AIR and USOE agree that specifications will be negotiated during the course of the project.



## Budget

1. Expenses associated with Meeting Costs (e.g., number of participants, days) may be adjusted as long as total expenses don't increase.
2. USOE and AIR agreed to eliminate the development of fixed paper forms described in Section I.C.2.e Paper-Based Administration. The Print-on-Demand feature is still available.
3. If USOE chooses to offer a summer 2013 administration of CRT, AIR will provide support for delivering a paper test option to 200-300 students.
4. The contract includes resources for all interim and summative items to be tagged for TTS.
5. The \$150,000 to fund an independent alignment study is included in the fixed price. AIR will pay the vendor selected/approved by USOE.
6. In Exhibit V-1, the reference to stipends for participants in Parent Review meetings is deleted.

## Content Development

1. The list of assessments per subject (9 Math, 9 ELA, and 9 Science) in the RFP and Proposal may change, but there will be no change in the Fixed Price if the number of subjects, number of assessments, and number of items remains the same.
2. USOE has final approval of all changes to Blueprints.
3. The review sequence for items (page V-63) is modified to include USOE review at the following points:
  - a. Parent Review process ends with Resolution by USOE staff.
  - b. USOE staff approval is required before any item is entered into any Field Test bank.
  - c. Items written by non-Utah educators enter the process at Machine Rubric Implementation.
  - d. USOE staff approval is required before any item moves from Data Review into an Operational Pool.
4. Any changed item is considered a new item and will go back through the entire review process.
5. All operational items used in Utah will first be field tested in Utah.
6. Coalition of Minorities Advisory Committee (CMAC) shall be included in the Fairness Review process within the resources identified in Exhibit V-1.
7. USOE will deliver 200-300 draft Physics, Biology and Earth Science items which shall be input into the Year 1 Item Development pool and be part of the planned summer 2013 content reviews.
8. USOE may revise the Parent Review approach in AIR's proposal, within the resources in the contract.
9. USOE and AIR will work together to determine payments to Outside Item Writers, within the resources in the contract.
10. AIR and USOE will work together to research the use of American Sign Language (ASL).

## Help Desk

1. Procedures for responding to policy inquiries will be approved by USOE including the escalation process.

## Systems

1. AIR will work with USOE to determine the best configuration of the Item Tracking System (ITS) to meet the requirements of each assessment.
2. Enhancement to allow underlining or some other marking/highlighting of text to speech is scheduled to be available in Spring 2014.

## Formative Assessment System

1. Enhancements to Learning Point Navigator (LPN) will include an interface for teachers to:
  - a. Create and align their own items and assessments
  - b. Share items/assessments within the USOE guidelines
  - c. This interface is currently in the requirements stage, targeted for February 2014 launch.
2. LPN will support other subjects, but resources for the development and importing of items are not included in the contract.

## Psychometrics

1. AIR will work with USOE and the TAC on creation of the scale.
2. AIR will attend TAC meetings as required for topics tied to this project.
3. AIR will support USOE in the peer review process as described in the proposal. This may include a linkage study between the existing Utah CRT and the new CAT for use as impact data in Standard Setting if needed.

## Spring 2014 Schedule

1. AIR and USOE will work together to build a schedule for Spring 2014 that meets as many of the following objectives as possible to meet USOE's August 1 deadline for Accountability Reports.
  - a. Open State test window approximately April 1; keep window open so as to allow every LEA 6 weeks to test before the end of their respective school years.
  - b. Collaboratively determine a date when approximately 95% of students will have been tested to provide data for processes leading to Standard Setting. Other students (e.g., year-round schools) may continue to test.
  - c. Conduct Rubric Validation.
  - d. Conduct Data Review.
  - e. Conduct Standard Setting (1 week).
  - f. Deliver data July 1 to USOE.
  - g. USOE upload to warehouse by July 7.