Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

CHANGE NOTICE NO. 2
to
CONTRACT NO. 071B9200135
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Cheeney Media Concepts, Inc. 3496 East Lake Lansing Road, Suite 100, East Lansing, MI 48823	Ed Cheeney	cheeney@cmc2.tv
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 337-2622	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOE	Joseph Martineau	(517) 241-4710	martineauj@michigan.gov
BUYER	DTMB	Lance Kingsbury	(517) 241-3768	kingsburyl@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: **Professional Development / Communication / Accommodation of MI-ELPA – English Language Proficiency Assessment Development – Department of Education**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 1, 2009	May 15, 2011	2, 1 Year Options	May 15, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A

ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS	
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☐ Yes	☒ No

MINIMUM DELIVERY REQUIREMENTS:
N/A

DESCRIPTION OF CHANGE NOTICE:

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		

VALUE/COST OF CHANGE NOTICE:	ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:
$0.00	$1,962,265.00

Effective immediately, the insurance coverage has been changed to the following: Commercial General Liability with the following coverage: $1,000,000.00 General Aggregate Limit Other Than Products / Completed Operations.

All other terms, conditions, specifications, and pricing remain the same.

Per Contractor request and DTMB Procurement approval.

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET **April 21, 2011**
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B9200135
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE (517) 337-2622 **Ed Cheeney**
Cheeney Media Concepts, Inc. **301 M.A.C., Suite 200** **East Lansing, MI 48823** cheeney@cmc2.tv	BUYER/CA (517) 241-3768 **Lance Kingsbury**
Contract Compliance Inspector: Joseph Martineau **Professional Development / Communication / Accommodation of MI-ELPA – English Language Proficiency Assessment Development – Department of Education**	
CONTRACT PERIOD: From: **February 1, 2009** To: **May 15, 2013**	
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

NATURE OF CHANGE(S):

Effective immediately, this contract is hereby EXTENDED for two years to May 15, 2013 and INCREASED by $715,152.00. All other terms, conditions, pricing and specifications remain the same. .

AUTHORITY/REASON(S):

Per agency and vendor request, DTMB Purchasing Operations approval and the State Administrative Board approval on April 19, 2011.

INCREASE: $715,152.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: $1,962,265.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

March 2, 2009

NOTICE
TO
CONTRACT NO. 071B9200135
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE (517) 337-2622 **Ed Cheeney**
Cheeney Media Concepts, Inc. **301 M.A.C., Suite 200** **East Lansing, MI 48823** cheeney@cmc2.tv	BUYER/CA (517) 241-3768 **Lance Kingsbury**
Contract Compliance Inspector: Joseph Martineau **Professional Development / Communication / Accommodation of MI-ELPA – English Language Proficiency Assessment Development – Department of Education**	
CONTRACT PERIOD: From: **February 1, 2009**	To: **May 15, 2011**
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

The terms and conditions of this Contract are those of ITB #071I8200100, this Contract Agreement and the vendor's quote dated 4/16/2008. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence

Current Authorized Spend Limit: $1,247,113.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

CONTRACT NO. 071B9200135
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE (517) 337-2622 **Ed Cheeney**
Cheeney Media Concepts, Inc. **301 M.A.C., Suite 200** **East Lansing, MI 48823** cheeney@cmc2.tv	BUYER/CA (517) 241-3768 **Lance Kingsbury**

Contract Compliance Inspector: Joseph Martineau
Professional Development / Communication / Accommodation of MI-ELPA – English Language Proficiency Assessment Development – Department of Education

CONTRACT PERIOD: From: **February 1, 2009** To: **May 15, 2011**

TERMS	SHIPMENT
N/A	**N/A**
F.O.B.	SHIPPED FROM
N/A	**N/A**

MINIMUM DELIVERY REQUIREMENTS
N/A

MISCELLANEOUS INFORMATION:

The terms and conditions of this Contract are those of ITB #071I8200100, this Contract Agreement and the vendor's quote dated 4/16/2008. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence

Current Authorized Spend Limit: $1,247,113.00

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the RFP No. 071I8200100. Orders for delivery will be issued directly by the Department of Education through the issuance of a Purchase Order Form.

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

FOR THE VENDOR:	**FOR THE STATE:**
Cheeney Media Concepts, Inc. Firm Name	Signature
Authorized Agent Signature	**Melissa Castro, CPPB, Buyer Manager** Name/Title
Authorized Agent (Print or Type)	**Buyer-Manager, Purchasing Operations** Division
Date	Date

STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations

Contract No. 071B9200135

Michigan's English Language Proficiency Assessment
for the Department of Education

Buyer Name: Lance Kingsbury
Telephone Number: 517.241.3768
E-Mail Address: kingsburyl@michigan.gov

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APPENDICES

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Appendix B: The State's Technology Environment
Appendix C: Information Technology Quality Plan
Appendix D: Deleted – N/A for Contract
Appendix E: Deleted – N/A for Contract
Appendix F: Key Personnel Resume Form
Appendix G: Capabilities and Qualifications of Organization
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Appendix P: Deleted – N/A for Contract
Appendix Q: Deleted – N/A for Contract
Appendix R: Spring 2008 ELPA Key Task Timeline
Appendix S: Deleted – N/A for Contract
Appendix T: State Travel Rates
Appendix U: ELPA Style Guide
Appendix V: Contract Report Outline
Appendix W: ELPA Pricing List
Appendix X: Deleted – N/A for Contract

Glossary

Term	Definition
Administration Contractor	Contractor awarded the administration responsibilities of this Contract. Referred to generically as the *Administration* Contractor.
AERA	American Educational Research Association
Student Answer Document	A machine scannable document upon which the students' responses to an assessment are recorded.
AN	Anchor Items - Items that appear across two (2) or more administrations of the ELPA and are used for equating purposes. At least 25% of the items on any ELPA form must be linking items. These items contribute their point values to the appropriate domain raw scores. These are sometimes called "linking" items.
Answer sheet	A single-sheet document upon which students record their responses to an assessment.
APA	American Psychological Association
Assessment Coordinator	School or District Coordinator for MDE assessments. Currently, approximately 25% of coordinators handle both MEAP, MI-Access and ELPA. However, English Language Learner coordination may also be handled by a separate person in the district. Therefore, there are MEAP Coordinators, MI-Access Coordinators, and ELPA Coordinators, with some overlap among the groups.
Assessment window	The span of days over which assessments are administered.
AYP	Adequate Yearly Progress
CAC	Content Advisory Committee
CEPI	State of Michigan, Center for Educational Performance Information
CCI	Contract Compliance Inspector - The designated MDE staff person responsible for overseeing and ensuring the Contract is carried out as stated.
Core items	Items used for measuring specific standards or benchmarks. Core items appear on every form of a given level assessment.
Core replacement items	Pilot items designed to replace core items in future assessments. Core replacement items are embedded in operational assessments for replacing operational items in later years.
DBA	Database Administrator
Demographics	Personal characteristics of students.
Development Contractor Item Banking System	A software system of the *Development* Contractor for tracking items, their properties, and performance through the development, pilot testing, field testing, revision, and operational assessments on multiple assessment forms. MDE will have direct access to this Item Banking System and will continue to have access to this Item Banking System on site, at MDE, after the end of the period specified by this Contract. The *Administration* Contractor will not have access to this item banking software system.
Development Contractor	The ELPA item and test *Development* Contractor.
DIT	Department of Information Technology
DMB	Department of Management and Budget
EDT	Eastern Daylight Time
EducationYes!	Michigan's Accreditation and Accountability System
ELA	English Language Arts (reading, writing, and listening)
ELL	English Language Learner
ELP Standard	A category of English Language Proficiency outcomes or expectations relating to the acquisition of the English language by the learner.
ELP Benchmark	A specific English Language Proficiency outcome or expectation relating to the acquisition of the English language by the learner.
EPAS	English Proficiency for All Students
ESEA	Elementary and Secondary Education Act
ESL	English as a Second Language
EST	Eastern Standard Time
ETS	Educational Testing Service

FT	Field Test Items - Pilot items designed to replace operational items in future assessment to measure ELP standards and benchmarks. FT items are embedded in operational assessments in order to replace operational items in later years.
IDEA	Individuals with Disabilities Education Act of 1997
IEP	Individualized Education Plan
ISD	Intermediate School District
IT	Information Technology
Item Bank	The collection of assessment items under development and/or available for use in operational assessments.
Item Bank System	Where and how the Item Bank and all related data are stored and retrieved.
LEA	Local Education Agency
LEP	Limited English Proficient
LOTE	Language Other Than English
MABE	Michigan Association of Bilingual Educators
MDE	Michigan Department of Education
MEAS	Michigan Educational Assessment System
Merit	Michigan Merit Award Office
MI-Access	Michigan's alternate assessment for students with disabilities.
MITESOL	The Michigan Association of Teachers of English to Speakers of Other Languages
MWAC	Mountain West Assessment Consortium
NAEP	National Assessment of Educational Progress
NCLB	The Federal No Child Left Behind legislation of 2001
NCME	National Council on Measurement in Education
OEAA	Office of Educational Assessment and Accountability
OP	Operational Items - Items that appear on any ELPA form and which contribute their point values to the appropriate domain raw score.
Pre-ID	Pre-identification of which students in each school will take which assessments with which accommodations.
RFP	Request for Proposal
SBE	State Board of Education
Sheltered English	See ESL
SRC	Sensitivity Review Committee
Domain	An area of language acquisition (e.g. within listening, reading, writing, or speaking)
TAC	Technical Advisory Committee
TESOL	Teaching of English to Speakers of Other Languages
UIC	Unique Identification Code (provided by CEPI)
USDE	United States Department of Education

Article 1 – Statement of Work (SOW)

Note: For the purposes of this Contract, Cheeney Media Concepts 2, Inc will be referred to as the *Professional Development / Communications / Accommodations* (PDCA) Contractor, and tasks referred to as that of the *Development* Contractor, and the *Administration* Contractor shall be part of another Contract. The PDCA Contractor must be aware that many of the Contract deliverable require coordination with the Contractor for Development and Administration.

1.0 Project Identification

1.001 Project Request
This is a Contract for the Michigan English Language Proficiency Assessment (ELPA) for the Michigan Department of Education (MDE).

The purpose of this Contract and the other ELPA contracts are threefold:

First, it is to develop assessment items in the area of English language proficiency (with subscales for reading, writing, listening, speaking, and comprehension[1]), as identified by the State of Michigan's English language proficiency standards, to be included in the State's K-12 Statewide assessments for the ELPA, for the duration of the Contract. The development tasks will cover development of test items to be used in test cycles administered in the 2008-2009, 2009-2010, 2010-2011, and 2011-2012 school years, with responsibility for developing actual test booklets ending with the 2010-2011 school year. The Contractor will assess students in the various standards related to each domain of the State-approved English Language Proficiency standards, indicated in Section 1.002, in the Michigan Curriculum Framework. The domains include listening, speaking, reading and writing (with a federally required fifth combined domain of comprehension[1]). In addition, the Contractor must meet the State and Federal legislative assessment requirements, including Titles I, III, and VI of the No Child Left Behind Act of 2001 (NCLB), as well as the Individuals with Disabilities Education Act as amended in 2004 (IDEA) in the development, administration, and scoring of the ELPA.

Second, it is to create professional development and communication products using various modes of communication that are needed to support all tasks related to the development and administration of State assessments for English Language Learners (ELL) in order to meet the professional development Federal requirements in the Title I, III and VI sections of the NCLB and the IDEA, as amended in 2004. These products will be developed for use in the school years of 2008-2009, 2009-2010, 2010-2011, and 2011-2012.

The third purpose of this Contract is to provide the materials and processes related to the administration of the ELPA annual Spring assessments and ELPA initial screening during the school years 2008-2009, 2009-2010, and 2010-2011 for the MDE. These assessments are provided for all students enrolled in grades K through 12 who either are, or may be, eligible for Limited English Proficiency (LEP) services, including students designated as Formerly Limited English Proficient (FLEP) who were LEP within the previous two (2) calendar years.

1.002 Background
There are 57 intermediate school districts in Michigan containing more than 550 public school districts, approximately 4,500 school buildings, and approximately 125,000 students per grade. Public school academies (charter schools) are also required to administer the ELPA assessments. There are approximately 190 public school academies in the State. The State's approximately 2,200 home school students must also be given an opportunity to be assessed at their local public school district. The ELPA is given to all students enrolled in grades K through 12 who are eligible for LEP services. This includes students who have severe cognitive disabilities. Last Spring, approximately 65,000 students participated in the second annual ELPA.

The ELPA assessments are also provided, on an optional basis, to nonpublic schools, including approximately 1,100 buildings.

[1] Comprehension is developed from a combination of specially selected reading and listening items. There are no items developed specifically for comprehension.

The ELPA Initial Screening, which is a shorter version of the annual Spring ELPA assessment, is provided for new enrollees at times when the annual assessment is unavailable. It is designed to be scored at the time of administration with online reports that are reflective of the proficiency levels set for the annual Spring ELPA. Under guidelines for determining school and district participation rates for Adequate Yearly Progress (AYP), administration of the ELPA Initial Screening may be used in lieu of administering the English language arts sections of the Michigan Educational Assessment Program (MEAP) or MI-Access for qualifying new enrollees who have "recently arrived" to the United States.

The administration of the annual ELPA is a Title I requirement of NCLB legislation; reporting of the annual ELPA results is a Title III requirement of NCLB. The reports are to be designed to show student progress in acquiring English language skills and include results by speaking, listening, reading, writing, and comprehension, with comprehension being formed by a combination of specially selected items from reading and listening (no items are developed specifically for comprehension). In Michigan, these results are reported to the public in a manner similar to other Office of Educational Assessment and Accountability (OEAA) assessments and are used in a variety of ways to hold schools accountable, help schools improve, and help parents make good decisions about their children's education.

The NCLB legislation of 2001 (a.k.a. the Elementary and Secondary Education Act), the Federal IDEA, as amended in 2004, and Section 504 of the Rehabilitation Act of 1973 (Section 504), have been embraced by the State of Michigan. The State is using the OEAA assessments, including MEAP/Michigan Merit Examination (MME), MI-Access and ELPA as the principal measures of student learning. Michigan will implement assessments at all grades and subjects required by these laws and will report results to schools and the public consistent with the requirements of all three (3) laws. Current legislation lists K-12 as the required grades.

The reliability, validity and quality of the ELPA 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 data for use in State and national accountability programs.

The content of the current ELPA assessments is based on the ELP standards that were adopted by the State Board of Education in April 2004. The standards are defined for grade level spans: K – two (2), three (3) – five (5), six (6) – eight (8) and nine (9) - 12. Based on feedback from ELL educators during the initial year of ELPA implementation, a separate assessment for kindergarten was developed for the second annual administration. There has been some discussion regarding the definition of more specific content information by drawing grade-level content expectations from the approved English Language Proficiency (ELP) standards. If this occurs, adjustments may need be made to the ELPA test designs and specifications following approval of the recommendations. Performance level cut scores may also need to be reset if, and when, such changes are made. A section describing standard setting has been included in this Contract should changes occur in this program after the award of a Contract. Unforseen changes in the ELPA program will be negotiated with the *Administration* Contractor, as required.

MDE is responsible for the development, professional development/communication/accommodations, administration, scoring, and reporting of all Statewide educational assessment programs for K-12 students, including:

(1) MEAP (grades 3-9);
(2) The MME for Michigan High School Students;
(3) MI-Access; and
(4) The Michigan ELPA for ELLs.

MDE is also responsible for assessment and accountability reporting, including, but not limited to the list given below. The Contractor *must* assist the State in complying with all federal and State requirements as listed below:

(1) The State of Michigan's EducationYes! school accreditation system;
(2) The NCLB accountability system;
(3) Title III Annual Measurable Achievement Objectives (AMAOs);
(4) The Federal IDEA;
(5) Section 504 of the Rehabilitation Act of 1973;
(6) Special reports for legislators, educators and other stakeholders;
(7) Data for MDE programs, and other State agencies; and
(8) External research requests.

With the current ELPA assessments, all public school districts are required to assess all students who are enrolled in grades K-12 and eligible for LEP services. Due to the critical nature of this program, an extremely high degree of accuracy and attention to detail is required. Numerous activities must be carefully coordinated and completed on an exacting and dependable time schedule. The visibility and high-stakes nature of the MDE assessment and reporting activities necessitate exacting timelines that allow for no deviations in procedures or delays in timelines for the assessment Development, Professional Development/Communication/Accommodations, or assessment Administration activities.

ELPA

The ELPA is Michigan's Statewide assessment for reporting students' annual progress in acquiring English language skills. There are five (5) levels of ELPA assessments, which include 1) Level I for Kindergarten students, 2) Level II for grades one (1) and two (2), 3) Level III for grades three (3) – five (5), 4) Level IV for grades six (6) – eight (8), and 5) Level V for grades nine (9) - 12. All five (5) levels have a similar format and contain the domains of speaking, listening, reading and writing. Comprehension, which is also reported as a domain, is composed of a pre-specified subset of reading and listening standards. Therefore, no items are developed or presented to specifically measure comprehension. ELL students take the assessment level designed for their current grade, not for their skill level, since items at each assessment level have been selected to represent a broad range of ability, making it more likely that ELLs who are new to the United States are able to answer some items with confidence.

The four (4) ELPA domains are described below:

(1) Listening, group administered with multiple-choice questions;
(2) Reading, group administered with multiple-choice questions;
(3) Writing, a group-administered, two (2) part section containing multiple-choice and open-ended questions; and
(4) Speaking, an individually administered set of performance tasks, scored by the assessment administrator or proctor, at the time of administration.

There are a number of reasons why Michigan has ELPA assessments and why ELPA is a part of the Michigan Educational Assessment System (MEAS).

Federal Influences

The ELPA was created, in part, to comply with several federal legislative initiatives, including the Elementary and Secondary Education Act (ESEA – more recently referred to as the NCLB) and its Title programs (I–IX), and various landmark pieces of legislation including *Plyler v. Doe* (1982), *Castañeda v. Pikard* (1981), and *Lau v. Nichols* (1974). In different ways, these laws maintain that assessments are an integral part of educational accountability because they provide valuable information that can benefit students by regularly measuring their progress against agreed-upon standards. They also maintain that *all* students—including those whose native tongue is a Language other than English (LOTE)—should be part of each state's accountability system and should not be treated separately.

Statewide administration of ELPA meets federal assessment requirements for all ELLs. As specified in NCLB, Title I requires the annual assessment of all ELLs who are enrolled in grades K through 12 to determine progress in acquisition of the English language. Areas to be assessed and reported include English speaking, listening, reading, writing, and comprehension. Proficiency levels are to include at least a basic, intermediate and proficient level for each grade level assessed. Assessments are to be based on English language proficiency standards, which are to be adopted by each state.

The results for ELP assessments are to be used annually for the Title III federal reporting of ELL student progress in acquiring English language skills. All states were scheduled to begin implementation of a consistent Statewide measure of ELP assessment by the close of the 2005-2006 school year. The initial implementation of Michigan's ELPA occurred in Spring 2006.

State Influences

ELPA also was developed in response to various State Board of Education (SBE) policies, priorities, and goals. In November 2001, the SBE adopted a policy creating the MEAS, stating the following:

"It shall be the policy of the SBE that each local and intermediate school district and public school academy will ensure the participation of *all* students in the MEAS."

In April 2004, The SBE approved English language proficiency standards for the State of Michigan. The ELPA is designed to be aligned with the ELP standards, which are organized by domain (listening, reading, writing and speaking) and grade level span (K – two (2), three (3) – five (5), six (6) – eight (8), and nine (9) - 12). In Michigan, a separate ELPA Initial Screening has been designed to assist schools in determining LEP eligibility for new enrollees. The ELPA Initial Screening provides a consistent ELP measure for new enrollees during other times of the year. The results assist schools and districts in determining student eligibility for LEP services. With Statewide implementation of this screening instrument, local schools and districts no longer need to convert the results from a variety of locally selected English language proficiency assessments to State-determined proficiency levels for federal reporting purposes.

Based on ELL educator input after the Spring 2006 administration, the kindergarten level was separated from grades one (1) and two (2). The ELPA is now divided into five (5) grade spans: Kindergarten (K), one (1) – two (2), three (3) – five (5), six (6) – eight (8), and nine (9) - 12. ELLs take the ELPA level that matches their grade of enrollment. Grade spans are also known as “Assessment Levels”. ELPA has matured to become a fully customized assessment with national recognition and status as a model ELP assessment program. OEAA intends to continue this achievement with the assistance of its ELPA Contractor.

Many ELLs enter our schools having little or no formal education in English or in their native language, but others may have considerable formal education in their native language and/or in English. Since all ELL students take the ELPA level matched to their grade of enrollment in Michigan, rather than to their level of education, assessment items are selected to represent a broad range of ability, making it more likely that ELLs who are new to the United States are able to find some items that can be answered with confidence.

Program Purpose

The overall purpose of ELPA is to provide teachers, parents, and others with a point-in-time picture of student status in acquiring English language skills as well as to measure student progress in acquiring English language skills over time. Areas to be assessed and reported for Title III include English listening, speaking, reading, writing and comprehension, where comprehension is measured as a combination of items measuring specific standards in reading and listening. No items are developed or administered specifically for comprehension. Proficiency levels are based on the overall scale score and currently include 1) Advanced Proficient, 2) Proficient, 3) High Intermediate, 4) Low Intermediate, and 5) Basic. (Due to the very shortened length of the kindergarten level for Initial Screening, only proficiency levels for Advanced Proficient, Intermediate/Proficient, and Basic are reported. Due to the shortened length of the initial screening assessment in all other levels, only advanced proficient, proficient, intermediate, and basic are reported rather than all five (5) levels reported on the full ELPA.

A variety of reports are produced, including detailed diagnostic results by content standard for each student and aggregate reports for overall performance by student subgroups. The intent is to provide information on the status and progress of Michigan students in the area of English language proficiency so that individual students are helped to achieve the English language skills that need to be strengthened and educators can use the results as one (1) source of data to review and make improvements to the school’s English instructional programs across grade levels. The ELPA is administered in the domains of listening, reading, writing and speaking to all students enrolled in grades K through 12 who are eligible for LEP services. The items selected for the assessments—all of which were designed with input from Michigan stakeholders, including classroom teachers—are applicable to real-world situations; that is, they reflect the knowledge and skills students need to be successful in school and later as adults in an English-speaking language community.

Starting in Spring 2007, the ELPA assessments have separated kindergarten as a separate assessment level and added an advanced proficient performance level. These changes were made based on the recommendations of ELL educators. The assessments feature an embedded field test format, with multiple forms per grade level span. The listening, reading, and writing conventions sections utilize a selected response item format that may be administered in a group setting. The writing section, which may also be group administered consists of multiple open-ended items, of varying difficulty and length. The speaking section is individually administered and the score is recorded by the assessment administrator at the time of administration. A DVD is available for training assessment administrators to score this section of the ELPA in a valid and reliable manner. These items developed for the ELPA are designed to explicitly measure the acquisition of English language skills using different item formats. Together, these items produce an overall indicator of student performance.

To ensure that ELPA complies with State and Federal legislation, all of the assessment items are linked to the ELP Standards that were approved by the Michigan SBE in April 2004. The ELP Standards can be found on the MDE Web site, www.michigan.gov/elpa.

Program Implementation
The ELPA program is relatively new. The initial Statewide implementation of ELPA occurred in April 2006. A subset of items, included in the Spring 2006 sets of ELPA tests, were used to develop the ELPA Initial Screening, which was piloted with districts across the State in Fall 2006. The second annual ELPA assessment in Spring 2007 featured a separate kindergarten level, an additional advanced proficient performance level and a restructured speaking section. Future work includes a more extensive restructuring of the kindergarten assessment and the extension of ELPA Initial Screening machine-scannable forms to primary levels.

Initial Administration of the ELPA
The first Statewide implementation of ELPA occurred in the Spring of 2006. The assessments were designed to reflect the State's ELP standards, both in structure and content. The State standards are presented as four (4) domains (listening, reading, writing and speaking) in the four (4) grade level spans of K – two (2), three (3) – five (5), six (6) – eight (8) and nine (9) - 12.

The first blueprint for the ELPA was based on existing item formats from the Stanford English Language Proficiency (SELP) test published by Harcourt Assessment (now Pearson)—a nationally known assessment of English language proficiency for ELLs. Approximately 38% of the items were selected from the SELP. Items that were developed as part of the Mountain West Assessment Consortium were also included, along with SAT9 reading items, and a MEAP listening passage. Field test items, which had been developed by Michigan educators using the SELP item format, were embedded throughout the assessment.
All items selected for use were reported by ELP standard and domain. The operational SELP items were used to map the ELPA results onto the SELP continuous scale, creating a continuous ELPA scale. ELPA performance information was used to set standards for ELPA, creating four (4) proficiency levels: 1) Proficient, 2) High Intermediate, 3) Low Intermediate, and 4) Basic for each grade level assessed, K-12. A technical manual for this first administration is available on the MDE Web site, www.michigan.gov/elpa.

The first administration of the ELPA Initial Screening began in the Fall of 2006. The ELPA Initial Screening was designed as a diagnostic tool for the assessment of the English proficiency at the time that students enrolled in the Fall and were identified to be eligible for the assessment of their English proficiency. The Home Language Survey (HLS) was the official determinant of eligibility for English language assessment. The HLS consists of two (2) questions: (1) Is the native language a language other than English, and (2) is there a language other than English spoken in the home. If the answer to either question is yes, then the student must take the ELPA to determine level of English language proficiency.

Since school districts were, and continue to be, under the obligation to assess potential ELLs and determine placement into services within 10 school days of the date of enrollment, the ELPA Initial Screening was designed to be fully scorable by assessment coordinators or proctors at the time of administration, and an online system was implemented for instant registration of new students, input of raw scores, and computation and printing of reports. This functionality resides on the State's secure site for assessment and is not the responsibility of the ELPA Contractor.

Items for the ELPA Initial Screening are taken from previous administrations of the Spring ELPA, and the screener is calibrated using pre-equating of item statistics from the Spring ELPA, producing a pre-determined raw-to-scale-score lookup table. In this way, the domain and scale scores are congruent between the two (2) assessments. Thus, a teacher, proctor, or program administrator who administers the ELPA Initial Screening to a new enrollee in the Fall can be reasonably sure that the proficiency level shown on that student's report will reflect the proficiency level that the student would have earned had that student taken the full ELPA based on the previous Spring's grade level.

The ELPA Initial Screening is available year-round for the use of assessing English proficiency at any time when a student may enroll. The ELPA Initial Screening is not administered during the ELPA testing window in the Spring. There is a cutoff date near the middle of the school year at which the cut scores used to classify students changes from those of the previous grade level to the current grade level to reflect comparison against expectations from the nearest administration of the full ELPA.

Starting in the Fall of 2007, the results of the ELPA Initial Screening and the Spring 2008 ELPA are used for the identification of ELLs and in the determination of counts of ELL students for Title III LEP subgrants.

Grades Assessed
As required by federal law (NCLB), the ELPA is administered to all students enrolled in grades K through 12 who are eligible for LEP services.

Assessment Windows
The annual ELPA is administered in the Spring. The published assessment window for Spring 2008 is March 17 to April 25. The ELPA Initial Screening is provided to schools and districts on a year-round basis and may be given to new enrollees at any time outside the annual Spring window.

1.1 Scope of Work and Deliverables

1.101 In Scope
The following pertains to all work related to this Contract:

Professional Development/Communication/Accommodations
(1) Creating an approved schedule for all required tasks, subtasks, and activities to be conducted;
(2) Working collaboratively with the *Development* and *Administration* Contractor(s);
(3) Producing online learning programs;
(4) Maintaining a web-based site for online learning programs with statistics tracking and using the MDE application called LearnPort®;
(5) Writing, editing, and producing web-based versions of ELL assessment information as needed;
(6) Documenting designated ELPA meetings with still and/or video to be used in the production of products in this Contract;
(7) Developing and maintaining an online tool for the creation of surveys, forms, and online assessments with statistics tracking for producing site use reports;
(8) Archiving all products developed;
(9) Developing an electronic directory and search engine catalog of all archived products produced;
(10) Writing scripts for the products needing scripts in this Contract;
(11) Planning and producing collaborative ELPA Webcasts with the MDE for the ELPA Spring and Initial Screening assessment windows;
(12) Writing and producing camera-ready support materials, such as the ELPA Coordinator and Assessment Administrator Manual and Handbook for understanding, using and interpreting the ELPA results;
(13) Developing and producing of all accommodated versions (except enlarged print versions) of camera-ready and released assessment documents, including audio scripts, Braille, audio, and video accommodations;
(14) Providing Braille materials as required to the *Administration* Contractor;
(15) Producing the camera-ready *Assessment Administrator Booklet for Braille* for each assessment booklet produced in Braille; and
(16) Engaging in executive level quarterly management meetings to discuss and address Contract performance.

1.102 Out of Scope
The following is considered outside the scope of this Contract:

Development
(1) Creating an approved schedule for all required tasks, subtasks, and activities to be conducted;
(2) Working collaboratively with the *Professional Development/Communication/Accommodations* and *Administration* Contractor;
(3) Creating an inventory of existing assessment items and working with items and art work developed by the current test *Development* Contractor;
(4) Writing usable passages for assessments based on the ELPA specifications, as required;
(5) Collaborating with the MDE in conducting item writer meetings, selecting item writers, and overseeing item writing by Michigan educators;
(6) Developing all artwork needed for items developed that meet the ELPA specifications;
(7) Creating approved searchable files of all of the ELPA artwork, in a format agreed upon my the MDE and the *Development* Contractor, used internally as part of a future Item Banking System;
(8) Writing, reviewing and updating the ELPA passage and item specifications in collaboration with the MDE;
(9) Developing and utilizing an accurate and secure method for transferring all data;
(10) Conducting Sensitivity Review Committee and Content Advisory Committee item and item/data review meetings;
(11) Developing camera-ready operational booklets to transfer to the *Administration* Contractor, in a format agreed upon my the MDE and the *Administration* Contractor; and
(12) Engaging in executive level quarterly management meetings to discuss and address Contract performance.

Administration

(13) Creating and maintaining an approved schedule for all required tasks, subtasks, and activities to be conducted;
(14) Working collaboratively with the *Development* and *Professional Development/Communication/Accommodations* Contractor;
(15) Creating and maintaining a single approved schedule for the *Development, Professional Development/Communication/Accommodations,* and *Administration* required tasks, subtasks, and activities to be conducted;
(16) Establishing and implementing a standard-setting process, when needed;
(17) Collaborating with the *Development* Contractor to prepare for conducting Sensitivity Review Committee and Content Advisory Committee item reviews;
(18) Developing and maintaining information technology modules as described in this Contract;
(19) Receiving (from *Development* Contractor) and printing of all non-accommodated versions of camera-ready assessment documents;
(20) Develop and reproduce enlarged print versions of assessment booklets.
(21) Developing and reproducing all ancillary assessment materials, including answer documents, header sheets, Teacher Return envelopes, labels, etc.;
(22) Utilizing a Contractor owned system that tracks the shipment of all materials and ensures the return of all materials that either have assessment items or could potentially contain student information (i.e. assessment booklets, answer documents, audio and video accommodations, etc.);
(23) Ensure Contractor systems integrate with State of Michigan systems for obtaining and maintaining ELPA Coordinator contact information, collecting assessment administrator and student counts, and for ordering additional assessment materials;
(24) Establishing a toll-free ELPA Hotline number and email address, along with appropriate staffing, to respond to questions from ELPA Coordinators and others with questions related to ELPA development, professional development/communication/accommodations, and administration;
(25) Providing information and/or have staff participate in the two (2) annual ELPA Webcasts as needed;
(26) Distributing all assessment materials;
(27) Receiving and processing of all assessment documents;
(28) Scanning answer documents;
(29) Scoring student responses (multiple-choice and open-ended or constructed response);
(30) Conducting a Psychometric analysis of student responses;
(31) Reporting student results;
(32) Creating an item data file;
(33) Creating a student data file (including field test data that will be provided to the *Development* Contractor);
(34) Creating an aggregate data file (including rollups at group code, school, district, ISD, and State levels for all public schools, private schools, and public academies);
(35) Analyzing the adequacy of scheduling, program management, materials printing, materials receipt, materials processing, scanning, scoring, and reporting with a focus on improving performance;
(36) Creating a complete Contract report for each cycle (including a technical manual as well as process documentation, and recommendations for improving performance);
(37) Providing documented processes and electronic data management; and
(38) Engaging in executive level quarterly management meetings to discuss and address Contract performance.

Additional Out of Scope

(39) The *Development* and *Administration* of any assessment that is not part of the ELPA assessments.
(40) Professional development and communication products not part of this Contract.
(41) The tasks awarded to the other Contractors will be out of scope, except where information or documents need to be shared with the *Development* Contractor, *Professional Development/Communication/Accommodations* Contractor, and/or *Administration* Contractor.
(42) Any tasks not related to this Contract.

1.103 Environment

The Contractor must adhere to the State's technology environment specified in Appendix B.

The Contractor must provide electronic documentation using the Microsoft Office suite (XP version) unless otherwise agreed to by the Contract Compliance Inspector (CCI).

The Contractor and the CCI will come to agreement each year, as needed, regarding what computer software will be used to carry out contractual activities. All software used must be compatible with MDE software for products.

The *Development* Contractor, *Professional Development/Communication/Accommodations* Contractor, and the *Administration* Contractor shall provide a toll-free telephone number for MDE staff.

In addition, the Contractor will need to provide a **dedicated** toll-free telephone number in effect during the duration of the Contract, between the hours of 8:00 A.M. and 5:00 P.M., Eastern Standard Time (EST). This number will be used by Michigan school district personnel to inquire about issues related to the *Development*, *Professional Development / Communication / Accommodations*, and *Administration* of the ELPA assessments. In addition, the Contractor will need to provide a dedicated email address. This email address will be used by Michigan school district personnel to inquire about issues related to the *Development*, *Professional Development / Communication / Accommodations*, and *Administration* of the ELPA assessments. See section 1.104.E.35 for specific ELPA Hotline and email requirements.

1.104 Work and Deliverable

The ELPA Contractor shall provide services and staff, and otherwise do all things necessary for, or incidental to, the performance of work within the timelines as set forth within this Contract. With the exception of severe market changes outside the control of the Contractor, after the initial effective date of the Contract, any short-sightedness of the Contractor to provide sufficient resources for the deliverables of this Contract, and within the established timelines, shall not be an acceptable reason for changing any price/rate.

A. General Description of ELPA Assessments

The following is a general description of ELPA assessments and their properties with which the Contractor will be expected to comply:

The ELPA assessment must be demographically fair in full consideration of Michigan's diverse population of English Language Learners (ELLs). In design and content, the assessments should allow for maximum participation of ELLs with disabilities. Changes to assessment blueprints may dictate changes in the numbers and/or types of items on future forms of the assessments.

The ELPA assessment must be based on sound psychometric designs that ensure curricular and instructional validity and yield scores that are reliable and valid measures of student achievement or proficiency as defined by the underlying ELP standards upon which the assessments are designed. The overall assessment designs must address issues arising from the need for comparable year-to-year assessment results. To support critical use of all ELPA assessments, the content of the assessments, including the scores produced, must be of the highest technical quality and must meet the requirements of the American Psychological Association (APA)/American Educational Research Association (AERA)/National Council of Measurement in Education (NCME) "Standards for Educational & Psychological Testing" (1999).

The administration of the ELPA assessments can occur any day of the year. The annual Spring assessments are currently scheduled for the last two (2) weeks of March and the month of April. The MDE's goal is to return results for the Spring assessment back to school systems shortly after each assessment window is completed and prior to the close of school. The ELPA Initial Screening can be administered at any other time of the year. Assessment Administrators enter raw scores for each domain into the OEAA secure Web site and individual or instructional group reports are produced at that time.

As noted above, the ELPA assessments consist of a combination of multiple-choice and constructed-response items. Writing constructed-response items are scored externally by the scoring Contractor, while Speaking constructed-response items are scored internally by the Assessment Proctor at the time of the administration of the ELPA.

The directions for administration manuals, which are separate booklets from student answer documents and test booklets, contain the following information:

(1) Purpose of the ELPA;
(2) Background on the ELPA;
(3) Development of the ELPA;
(4) Description of the assessments (including constructs assessed, grades assessed, and assessment format);
(5) Speaking Scoring Rubrics;
(6) Administration, planning, packaging, and return of materials; and
(7) Descriptions of staff roles.

The operational assessments for all of the ELPA assessments contain linking items to equate the future instruments to current forms. The linking of score scales from one (1) year to the next is achieved by using a limited number of anchor items from each of the operational ELPA assessments from the previous year.

The size of the student populations that were assessed in previous administrations is outlined in the Materials section in Appendix A.

Description of ELPA Domains
The ELPA assesses the four (4) language domains that correspond to the four (4) areas of Michigan ELP language standards: Listening, Reading, Writing, and Speaking. A fifth area, Comprehension, is assessed and scored from an aggregate of selected Listening and Reading standards in compliance with federal regulations.

The Listening domain of the ELPA assesses both social and academic English that is commonly heard in standard English utterances. Listening items can assess comprehension of spoken English in short sentences or prompts as well as in longer discourse. During the ELPA, students take this portion of the test as a group-administered, multiple-choice assessment. Some items (see the Item Format Definitions in Appendix U) have graphic options and/or use a visual graphic cue as part of the prompt, and others are purely text-based. In order to maintain fidelity to the construct of the Listening section, the Assessment Proctor reads all passages, prompts, item stems, and item options to the student(s) during administration. A Listening CD is offered with each annual assessment for optional use in administering this ELPA section.

The Reading domain of the ELPA is also group-administered and is multiple-choice. It includes measures for a range of reading skills: lexical, grammatical, semantic, and inferential. Within each level of the ELPA, the reading selections start with those for beginning readers and progress to more difficult vocabulary and longer passages. The reading sections closely resemble the kinds of materials that students read in school and in everyday life, with passage graphics that arouse interest and aid in overall comprehension of the passage. Wherever possible, passages and their associated items appear on double facing-page layouts within the test booklet in order to aid ease of reading. Furthermore, items should be sequenced in order of the ideas or information found in the passage.
The Writing domain of the ELPA contains two (2) sections and is also group-administered, with structured directions for guiding groups from one (1) item to another during the sessions. Part A, Writing Conventions, contains multiple-choice items that assess a student's knowledge of the conventions of written English. Part B, Writing, contains constructed-response items. These items can be scored from one (1) to four (4) operational points in value and can vary in length to writing single letters to writing words, sentences or paragraphs, and extended discourse. These items can have a visual, textual, or aural stimulus.

The Speaking domain of the ELPA is an individually-administered, free-response (or open-ended) assessment. The student performs five (5) different speaking tasks that are scored by the Assessment Proctor at the time of administration. The Assessment Proctor uses rubrics found in the Directions for Administration manual and is trained in the use of these rubrics at their district or school. A Speaking Scoring DVD is available to aid Program Administrators in the training of Assessment Proctors for the purpose of improving district and Statewide inter-rater reliability on the Speaking section. The items on the Speaking section may use either a textual or graphical stimulus, but also always include an aural prompt read by the Assessment Proctor.

ELPA Released Items
It is the intent of MDE to release 25% of the operational core items each year, replacing them with embedded field tested items.

The "replacement core" items (field-tested items) that replace the Core 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 items will be used to produce the individual student scores used for reporting back to educators and parents, as well as for required Federal and State accountability reports.

ELPA Emergency Forms
On occasion, when irregularities in assessment administration procedures have been reported during the assessment administration window, a parallel (a.k.a. emergency) form of each assessment is needed to re-assess students. Therefore, an "emergency" form is needed for each ELPA assessment at each grade level.

There is a need to develop an ELPA emergency form, to be made available for the first time for the annual Spring 2010 ELPA cycle. The same emergency form can be used for more than one (1) school year and more than one (1) cycle so long as the form remains secure. The *Development* Contractor is responsible for providing items and creating the emergency form, which will consist of core items only. The *Administration* Contractor must coordinate with the *Development* Contractor the schedule for creating a new emergency form in the event that a new emergency form is needed. The *Administration* Contractor is responsible for scaling, equating, and reporting on emergency forms.

B. Coordination with Multiple Contractors

During the Contract period, the *Professional Development/Communication/Accommodations* (PDCA) Contractor will be responsible for coordinating with the *Development* Contractor and the *Administration* Contractor.

General Coordination Responsibilities:

The *Development* Contractor, *Professional Development/Communication/Accommodations* Contractor, and the *Administration* Contractor all have the responsibility for specific tasks related to the successful development and implementation of the ELPA assessments. Tasks **must** be coordinated so that all required tasks are completed on time, accurate, with quality, and costs are minimized.

1. ELPA Coordination Responsibilities

In the ELPA assessments, the items produced by the *Development* Contractor will undergo a round of tryouts (called "field tests") before they are used in calculating student scores (called "operational assessments"). This round of tryouts is the only round of tryouts in which the *Administration* Contractor is involved. Small sets of new field test items measuring a few ELP standards will be embedded in each of the operational forms of all of the ELPA assessments. The field test items will be embedded throughout the multiple forms in order to field test sufficient items to replace the core operational items in the future operational assessments. The field test items will be placed in the test form according to item format.

The *Development* Contractor will provide camera-ready copy of each assessment form, along with the items and associated statistics from the item bank, to the *Administration* Contractor. Camera-ready is the final (print-optimized) electronic or hardcopy version of the booklets that will be used for print production. Camera-ready versions of the booklets will also be provided to the *Professional Development/Communication/Accommodations* Contractor in order to produce the accommodated versions of the ELPA assessments.

The *Administration* Contractor will administer the field test items which will be embedded with the operational assessment. The *Administration* Contractor will score the field test items at the same time as the operational core items. The *Administration* Contractor must also score the student-produced responses to the field test prompts in the Writing section at a time agreed upon between the *Development* and *Administration* Contractor in order to have the item data in time for *Development* Contractor to produce the needed data booklets for the Sensitivity Review Committee (SRC) and Content Advisory Committee (CAC) item/data reviews. The *Administration* Contractor will complete all necessary analyses of the field test items to facilitate SRC/CAC review by the *Development* Contractor within two (2) weeks of finalizing item analyses of the field tested items.

To facilitate the work of the *Development* Contractor and the *Professional Development/Communication/Accommodations* Contractor, the *Administration* Contractor must coordinate with each Contractor to familiarize each other with the assessment design, blueprints, assessment specifications, accommodated versions, and reporting requirements to ensure that each assessment is replicable from cycle to cycle; and that sufficient items are viable post-field testing to replace the needed Core items (some of which will be released). The *Development* Contractor and the *Administration* Contractor will need to carefully coordinate their work to ensure success on the timeline that exists.

Embedded field testing is cost effective as well as an efficient use of valuable assessment time in the classroom.

2. Item Bank Coordination Responsibilities
The *Development* Contractor is responsible for using the ELPA items, graphics and statistics from the current Contractor's item banks and to propose both a transitional plan and an item banking software system to be accessed directly by the *Development* Contractor *and* by MDE. The *Administration* and *Professional Development/Communication/Accommodations* Contractor will have no responsibility for maintaining or accessing this software system. The *Administration* Contractor will be expected to have a suitable electronic database system of information on operational and field test items to track item characteristics and performance through field-testing and operational assessments. Neither MDE nor the *Development* Contractor will have responsibility to access to the *Administration* Contractor's Item Banking System. However, the *Administration* Contractor must be capable of coordinating data exchanges with the *Development* Contractor to deliver updated performance statistics after operational assessments to the *Development* Contractor to update the *MDE* Item Banking System.

It shall be known that all assessment items, their properties, and all materials used for ELPA are the property of the MDE. The *Development, Professional Development/Communication/Accommodations,* and *Administration* Contractor must demonstrate their security processes to prevent misuse or unauthorized access to the items while in their possession and during transfers.

C. ELPA Development Tasks

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

This section outlines the tasks to be implemented under this Contract for Statewide item and assessment development of all of the current ELPA assessments.

The primary tasks, with the assumption that quality processes exist throughout, include:

1. Schedule
The *Development* Contractor must provide a comprehensive, highly detailed schedule for required Contract deliverables and activities. This must be made available in paper form and available electronically (using MS Project software or other comparable planning software compatible with MDE software) to the MDE upon award of the Contract and after each modification of it throughout the course of this Contract. This comprehensive schedule must include all key item and test development activities. The development plans will need to be coordinated with the *Professional Development/Communication/Accommodations* and the *Administration* Contractor carefully since both the *Professional Development/Communication/Accommodations* and the *Administration* Contractor procedures and schedule will determine the timing of delivery.

In order to monitor Contract activities, the MDE 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 MDE CCI and at times will meet with other groups regarding this Contract.

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 Subcontractors. The schedule must show which organization and resource is responsible for the task. The schedule will also serve as a monitoring document to assure timely completion of tasks as scheduled.

One (1) deliverable to follow each kickoff meeting, within 10 business days (to prepare for each cycle of the assessment), shall be a baseline schedule in a format approved by OEAA showing at least all important milestone dates requested by OEAA. The baseline schedule shall be maintained throughout the cycle to identify deviations form the original schedule and to assist in improving future processes.

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 CCI when changes are anticipated by providing an updated version in writing. Two (2) copies of any updated schedule must be submitted 30 days in advance for approval. The MDE CCI shall respond in writing to each updated schedule within 10 working days of receipt. Timeline revision may require a Contract amendment.

b. Progress Reports
The *Development* Contractor will produce monthly progress reports, using an MDE approved format, 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 (6) weeks. The *Development* Contractor will email the written report to the MDE CCI by noon (EST) of the first Tuesday of each month covering the previous month's activities.

c. Management Meetings
The successful operation of the Contract will require weekly telephone conference call meetings between the *Development* Contractor and the MDE staff, or as requested by the CCI. 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 MDE location. Contractor site location will be where the operations related to this Contract are conducted. Development Subcontractor(s) will meet jointly with the *Development* Contractor and MDE staff as appropriate to the tasks to be discussed. The *Development* Contractor will be responsible for the cost of sending its and any development Subcontractor(s) staff to meetings and other project-related meetings in Lansing.

A similar schedule of face-to-face meetings is required to coordinate Contractor services with the *Professional Development/Communication/Accommodations* Contractor and the *Administration* Contractor. At least three (3) of these meetings will be scheduled to overlap so that the *Development* Contractor and development Subcontractor(s), the *Professional Development/Communication/Accommodations* Contractor, and the *Administration* Contractor will meet together with the MDE to plan, deliver, anticipate, and problem-solve issues that require coordination.

Finally, the ELPA Contractor shall meet with OEAA quarterly in executive management meetings just before or after scheduled monthly management meetings. The attendees from both the Contractor(s) and OEAA shall include the highest level manager involved in the ELPA and at least one (1) high-level executive not involved in day to day Contract issues. These meetings shall not focus on the daily issues in the Contract, but on evaluating and addressing the overall Contract performance of both parties. This meeting shall be a venue for problem solving at high levels and enhancing the working relationship between the State and Contractor.

d. Other Meetings
The *Development* Contractor may make periodic reports to the SBE (oral and written) and meet with the CCI and advisory committees, or other groups as required by the CCI. In addition, every Fall the MDE conducts five (5) to six (6) two (2) day Fall conferences across the State. Day two (2) of the conferences focus on students with disabilities and there are always presentations related to ELPA assessments. The *Development* Contractor will need to plan on at least two (2) staff attending and presenting at these conferences. The table below shows the OEAA Conference dates from 2007 as a model for the six (6) two (2) day conferences that occur every year in the Fall.

Sample: Fall 2007 Assessment and Accountability Conference Dates

Battle Creek, McCalmly Plaza	October 29 & 30
Marquette, Northern MI University	November 6 & 7
Crystal Mountain	November 8 & 9
Sterling Heights, Sterling Inn	November 14 & 15
Lansing, Lansing Center	November 19 & 20
Novi, Sheraton Detroit Novi	November 29 & 30

For the purposes of this Contract, the *Development* Contractor must plan and budget for two (2) additional two (2) day meetings per year attended by two (2) persons each from the *Development* Contractor and for an additional 10-12 days (two (2) days per Fall conferences).

e. Records and Minutes
The *Development* Contractor must take accurate 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 MDE. The *Development* Contractor must maintain and submit to the MDE CCI all minutes and records, which have been formatted well and proofed, electronically (i.e. email) within two (2) working days or an otherwise agreed upon date.

2. Assessment Development Activities
The annual ELPA assessment administration for all eligible students occurs in the Spring. It is the goal of the MDE to return results back to school systems shortly after the assessment window is closed and prior to the end of the school year. The annual ELPA is currently administered in the Spring, starting the last two (2) weeks of March and the first three (3) weeks of April, with results to be returned the first day of June, prior to the close of school.

Field test items are included as part of each distinct assessment administration form for all existing assessments (see above). New field test items for ELPA are to be developed for each domain and grade level span, or test level, which also contains linking items to current forms (all forms share a common core of items). Contractors must develop test items for all domains that meet the ELPA blueprints and item specifications (see appendices H and O). Sample items are included in the Item Format Descriptions portion of the assessment plan.

Assessment development includes the development of pools of items for each domain and grade level span, or test level. Items are to be representative of ELP standards and benchmarks, linguistic difficulty levels, and include the electronic data management of items. In addition, the Contractor *must* use InDesign (MDE currently has CS2) desktop publishing to produce the camera-ready operational booklets for the annual ELPA Spring assessment window and for the ELPA Initial Screening.

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 ELPA assessment level, starting in Spring 2010. The same emergency form can be used for more than one (1) school year as long as it remains secure and consistent with the assessment designs.

The work of the *Development* Contractor will occur throughout the year, so as to develop the assessments needed for the annual Spring ELPA assessment and for udpates to the ELPA Initial Screening assessments. A description of the Spring assessment is given below, including a description of the how the *Development* Contractor will implement an ELPA Item Banking System. This section is followed by a tentative list and schedule of activities for the development of the ELPA assessments for grades K-12.

a. Inventory of Existing ELPA Assessments
One (1) of the first tasks of the ELPA *Development* Contractor will be to inventory and review the existing ELPA assessment items and to inventory the items that have been created but not used or publicly released. Currently there are approximately 1,800 assessment items across all grade level spans and domains. These items exist in the prior Contractor’s item banks that were developed specifically for State of Michigan through the previous ELPA Contract. The purpose of this review is 1) for the *Development* Contractor to become familiar with the types of items created for the ELPA assessments, 2) ascertain the level of quality of these materials, 3) determine the numbers of items that match each ELP standard and are of high quality and therefore can be used in future assessment form development, and 4) define the development needs and effort needed to keep the pool of items sufficiently refreshed to create new forms for at least four (4) years.

The goal of the MDE is to maintain sufficient items for each ELP standard in the assessment designs to construct operational forms of the assessments and have one (1) 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. 25% of scored items).

The ELPA *Development* Contractor shall provide a comprehensive list of all available, unused ELPA items for each ELP standard as well as items they think are not correctly linked to an ELP standard, as appropriate. Item statistics must also be reviewed. This list must indicate the total numbers of items per ELP standard and test level, as well as in the judgment of the *Development* Contractor, the number of these deemed to be fit for use in operational ELPA assessments.

Documentation of completed review for all items shall be provided to OEAA within three (3) months of the beginning of the Contract.

b. Item Banking System

The ELPA items are stored in a Harcourt item bank, which was developed for Michigan testing systems, utilizing a format. Retrieval of items must be accomplished using a searchable, query-based electronic system. The Contractor must recommend a solution to transfer ELPA items from the current Harcourt software to a new system. This includes all assessment items and options, all passages, artwork, and directions, including source code, item statistics, item data and all related supporting system documentation.

The Contractor will import the items and all historical data from the existing Harcourt Item Banking System and utilize a different item banking solution that will be owned by the State of Michigan at the end of the Contract.

The description of the item banking high level requirements follows:

In order to facilitate the collection, storage, and retrieval of the assessment items already available to ELPA, as well as the ones that the ELPA *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 (2) 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 and historical performance statistics. These two (2) 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, must store the text and graphics/audio (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, currently the Adobe Creative Suite, so that OEAA staff, the *Development* Contractor staff or the assessment *Administration* Contractor can readily assemble an assessment form from the item bank. Complete audit trails through the entire history of item development and use as field test or operational shall be provided to OEAA with billing for each stage of development of items.

In addition to storing existing assessment items, the system must 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. 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 will need to be coded appropriately as it progresses through all development phases, use on operational assessments, and release to the public. Released items must 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 to attach comments to various items without changing the items themselves.

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

Key dates:

- The Item Bank software must be recommended by the *Development* Contractor within 30 days of Contract start date.
- The Item Bank software must be approved by the MDE on or before August 1, 2008.
- No later than September 30, 2008, 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 MDE.
- The final receipt of any items still in development by the previous *Development* Contractor must be completed by August 22, 2008.

The success of the item banking and publishing software will depend on the previous and current *Development* Contractors' full cooperation.

Contractor is advised that the item bank project progress will be closely monitored during the initial development period and the engagement will be terminated if, in the judgment of the CCI, the *Development* Contractor engaged is not performing adequately.

General IT Development Requirements

Complete requirements definition, design, development, testing, training, and implementation of deliverables for the item banking software as defined in the IT Quality Plan in Appendix C. 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 in Appendix C. State technical and project management standards are referenced in sections 2.051 and 2.053 IT Standards. Contractor 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 Web sites designed under this Contract by the *Development* Contractor must have the general look and feel of the official State of Michigan Web sites, including adherence to the IT standards (sections 2.051 and 2.053).
The item banking software must include the ability for a system administrator to update database reference code tables.

All Web sites must include online help documentation.

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

and

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:
Must follow the specification in the security section 1.104.N.

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.

c. Item Development Plans

There are a number of steps associated with item development. Each of these is described below.

This section describes the generic tasks for each assessment cycle in their entirety. The dates identified are specific to the annual Spring ELPA cycle and the ELPA Initial Screening each year. These provide the pattern for future cycles.

1. Participate in Project Kick-Off Meeting

Within two (2) weeks of Contract execution the key staff of the *Development* Contractor (and sub- *Development* Contractors, if used, and the *Professional Development/Communication/Accommodations* and *Administration* Contractors and MDE staff will meet for at least two (2) days to review project plans, schedules, and activities. The goal is to make any needed last-minute changes to the 2008-2009 ELPA development activities, to revise schedules and planned activities accordingly, and to begin work to produce the materials needed for the 2008-2009 ELPA. 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 MDE 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.

A deliverable to follow each kickoff meeting, within 10 business days (to prepare for each cycle of the assessment), shall be a baseline schedule in a format approved by OEAA showing at least all important milestone dates requested by OEAA. The baseline schedule shall be maintained throughout the cycle to identify deviations form the original schedule and to assist in improving future processes.

2. Develop the Annual Assessment Development Plan (First Draft Plan will be developed by first kick-off meeting for review and approval)

The ELPA *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.

Each year there will be two (2) two (2) day *joint* kick-off meetings – one (1) for the Spring annual ELPA assessment window and the other for the ELPA Initial Screening (that is updated for the beginning of school each Fall). These meetings are to be held with the *Development* Contractor, *Professional Development/Communication/Accommodations* Contractor, and the *Administration* Contractor to discuss activities that need to be completed for successful administrations of the ELPA assessments. The development plan, which the *Development* Contractor is responsible for producing for the kick-off meetings, must describe major and minor steps for development tasks that need 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 MDE. Particular attention must be paid to steps involving other parties such as the *Professional Development/Communication/Accommodations* Contractor, *Administration* Contractor, development Subcontractor(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.

3. Finalize *Development* Contractor Staffing Plans (no later than August 4, 2008)

The ELPA 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. 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.

4. Select Michigan Item Development Participants (April 2009)
The MDE will solicit for applications and will acquire contact information for each applicant for the IDT Teams (IDTs). The *Development* Contractor will work with MDE staff to select the members of the IDTs in each content area *and* ELPA population being assessed. The MDE will maintain an updated database of IDT member contact information that will be shared with the *Development* Contractor.

The table below provides information on the number of IDT members that will be needed for item development during the duration of the ELPA Contract.

Levels I and II Oracy (Listening and Speaking)
5 members, in one (1) annual IDT team meeting twice per year

Levels I and II Literacy (Reading and Writing)
5 members, in one (1) annual IDT team meeting twice per year

Levels III, IV, and V Listening
4 members, in one (1) annual IDT team meeting twice per year

Levels III, IV, and V Reading
4 members, in one (1) annual IDT team meeting twice per year

Levels III, IV, and V Writing
4 members, in one (1) annual IDT team meeting twice per year

Levels III, IV, and V Speaking
3 members, in one (1) annual IDT team meeting twice per year

25 total

These amounts take into account two (2) three (3) day meetings of each IDT team, held during subsequent administration cycles.

Each individual is to be paid a daily honorarium of $250 per day for the work that they do at each meeting, as well as between and after meetings. For Contract purposes, assume that *each individual* will work 12 days, stay overnight for six (6) nights @ $90/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 (2) meetings, with the approved State rates of mileage used to reimburse them. Breakfast, breaks, and lunch will also need to be budgeted, but not in what an individual will be reimbursed. Note that the individual's honorarium or stipend also includes a reimbursement to the school district for any substitute teacher(s) needed to cover that individual's duties during the period that they serve on educator committee such as IDTs. The maximum reimbursement available to the school district is $85.

5. Create/Select Needed Assessment Development Materials (January 2009)
The ELPA *Development* Contractor will be responsible for collaboratively working with the MDE in determining what materials will need to be developed to train the Michigan ELPA IDTs. The *Development* Contractor will produce the materials that will be used for training of the ELPA IDTs, as well as to manage the work of the group. This shall include, as a minimum, an Item Development Guide, which includes the approved ELPA item specifications, (that describe the types of items that will be created and the components of each type, universal design principals, artwork requirements), the ELP standards, the overall project activities and how the item writers fit into this process, the step-by-step process of creating reliable and valid assessment items, how the work of the IDTs will be edited and revised, and the criteria for judging the quality of the work that they produce. The Guide must also contain examples of good and poor items, with explanations of how the poor items could be improved. The draft Guide must be produced by the *Development* Contractor, reviewed and approved by the CCI *prior* to use in any item development meeting.
In addition, the *Development* Contractor must create a template that can be used by IDT members when drafting items electronically that item developers can use during each item development session. One (1) form must be developed for the creation and submission of selected-response items for test levels III-V with four (4) answer choices and another form for test levels I and II with three (3) answer choices; likewise, different forms must be used for the submission of constructed-response items, one (1) for level I (with Denealian lines) and a second for levels II-V (with regular, unbroken lines).

The selected-response forms must have consistent locations for (1) the ELP standards and benchmarks, (2) the linguistic difficulty levels, (3) stem and answer choices to be indicated, (4) the academic, cultural, or social contexts (5) any source materials or any special comments noted (and eventually scanned and electronically attached to the item), (6) descriptions of any artwork/labels needed, and (7) the correct answer choices indicated always with a "*".

The constructed-response forms must have a consistent location for (1) the prompt to be indicated, (2) the ELP standards and benchmarks, (3) the linguistic difficulty levels, (4) the academic, cultural or social contexts, and (3) a location for source materials or any special comments to be noted and eventually attached to the item electronically after scanning.

Prior to the first meeting of the IDT, the *Development* Contractor must have written passages for the listening, reading and speaking domains of the ELPA, according to the ELPA passage and item specifications, for potential use and have these reviewed by the SRC and CAC so that item development can proceed with approved passages.

Finally, the *Development* Contractor will need to collaborate with the MDE to develop any additional ancillary materials needed at the meeting. These include the meeting agenda, list of attendees (Michigan educators, MDE staff, and *Development* and *Professional Development/Communication/Accommodations* and/or *Administration* Contractor staff), security agreement, expense forms, prototype items, subject specific resource materials, and so forth.

6. Make Arrangements for Initial Meeting of the Item Development Teams (February 2009)
   The *Development* Contractor will cover the cost of the meeting rooms for the first of two (2) three (3) day meetings of ELPA IDTs, along with breakfast and lunch (and snacks) for all meeting attendees, for the test levels and domains described above. The IDT meetings for test levels must be scheduled back-to-back in order to minimize *Development* Contractor expenses and in order to increase the likelihood of IDT member participation.

   All meetings are to be held at a Michigan site with computer labs or access to computers, as well as meeting facilities. MDE staff will work with the *Development* Contractor to assist in locating and making arrangements for suitable public facilities at little or no cost to the project.

   The MDE will be responsible for making all arrangements for the meeting facility, lodging, rooming lists, appropriate computer connections and services, sound equipment, tables for materials, supplies, interpreters for hearing impaired IDT members, and caterers. The *Development* Contractor will be responsible for ensuring that the MDE has all of the meeting facility and equipment requirements in sufficient time so meeting arrangements can be made (number of break-out rooms, general session rooms, number of computers, and any additional space requirements for Contractor staff), that the appropriate software is provided, and any additional needs in order to conduct successful item writing meetings.
   In addition, the *Development* Contractor will prepare an electronic letter of invitation with background materials for the meeting as well as the overall assessment development project and, after approval by the MDE, the MDE will send the electronic letter to all proposed participants of the IDTs. The letter must provide a means (paper or electronic) for each invitee to indicate their willingness and availability to participate as an active IDT member, and to indicate the arrangements needed for hotel, meals, any special needs, 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.

7. Write Potential Passages (Last week of February 2009)
   The *Development* Contractor will write potential narrative, informational, and content-related passages for consideration at grades K-12 following the ELPA approved item specifications and submit these to the MDE for approval.

8. Conduct Passage SRC and CAC Review Meeting (First week of May 2009)
   Depending on the status of passages available that have already been approved by the SRC and the CAC, 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. SRC and CAC meetings are routinely scheduled during May to review the embedded field test items for grades K-12 in the domains of listening, reading, writing and speaking. It must be possible to include the new passages for review at this time instead of separate SRC/CAC meetings.

9. Obtain copyright permissions (Prior to initial IDT meeting)
   If required, the *Development* Contractor shall obtain all copyright permissions, including coverage of any fees, for all 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 for five (5) years and will be the property of MDE for use in ELPA assessments and originals shall transfer to MDE prior to the conclusion of this Contract. Until then, the Development Contractor will provide the MDE with copies of all permission letters sent and received.

   At this point in time there have not been any passages that required written permission to use the person's name in the passage that had been written. All ELPA artwork and graphics are also original and owned by the MDE.

10. Conduct the First Item Development Meeting (Third week of June 2009)
    The first two (2) day meeting of the ELPA development teams will be held in June 2009. The MDE will assist in providing staff for the registration table, name tags, and folders including the agenda, reimbursement forms and other agreed upon documents. At this meeting, several things will be covered initially (Contractor may suggest additional information that would need to be addressed).

    First, MDE 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, in conjunction with MDE staff, will provide the initial training for all members of the IDT. This will include, at a minimum, an overview of the item types to be written, the ELP standards and benchmarks to be measured, linguistic difficulty levels, 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.

    Each IDT member will first become more familiar with the language domains and the ELP standards assigned to them. Next, each team will review item prototypes and previously released items, discuss the types of items to be created, and discuss how these item types can be applied to the group's ELP standard assignment. Then, the team will be subdivided into teams as outlined below:
    Elementary (Levels I and II) Oracy: one (1) team of five (5)
    Elementary (Levels I and II) Literacy: one (1) team of five (5)

    Levels III, IV, and V Listening: one (1) team of four (4)

    Levels III, IV, and V Reading: one (1) team of four (4)

    Levels III, IV, and V Writing: one (1) team of four (4)

    Levels III, IV, and V Speaking: one (1) team of three (3)

    Each small team will be given their assignment of ELP standards to cover. The work must be pre-assigned in order to balance difficulty of development and the types of items to be created. Small groups then must be assigned a fixed set of ELP standards, developing a designated number of items per the format assigned. The small teams can determine who will work with each other, but a content specialist must ensure accurate interpretation of the ELP standards.

    When the members of the IDTs are ready to begin item development, they should move from the general session room where discussions have been taking place to the location where the computers are to be found. Item entry must occur on the computers, using software provided by the *Development* Contractor. All item development must occur via computer with secure software for ease of subsequent editing and revision. The goal for each small team at this point is to develop a draft item for each ELP standard assigned while closely supervised and with immediate feedback.

    IDT members will meet over two (2) periods of two (2) days each. The initial two (2) days will allow for training, receipt of assignments, and initial feedback and guidance with writing items. IDT members will then have a period of time to complete their work before the next period of two (2) days. During this period of time, IDT members will be in close communication with representative(s) of the *Development* Contractor for guidance and feedback. During the second set of two (2) days, members will meet to finalize their work, receive additional feedback, and submit their final items.

The *Development* Contractor must provide feedback to the MDE 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.

11. Edit the Initial Items During the Development Meeting (July 2009)
While the members of the IDT are entering items using the software provided by the *Development* Contractor, both the team leaders and other staff of the *Development* Contractor must 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 editing on-site at the IDT meeting, item developers will learn immediately what issues they still have with their items and can correct these errors as they work on additional items.

    Each IDT small team's work is to be critiqued during the course of the two (2) 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 *Development* Contractor must provide a secure Web site to which the developer can submit the completed item set to the *Development* Contractor. The *Development* Contractor must 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 first meeting, each small IDT must 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 small IDT could have one (1) item in final draft form for each standard and/or benchmark assigned. Prototype items that are considered secure may be shared in order to assist the development process as needed. These can then be used to replicate items offsite.

12. Continue Editing the Items and Creating Artwork Prior to Second Meeting (July 2009 – August 2009)
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 must continue to be performed in the item development system that was used to enter the items initially. The "light edit" must provide the small IDTs 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 small IDT.

    Once edited, the item sets must be returned to the small IDT members that created them initially.

    Artwork that the IDTs specified for items will be developed between the first and the second IDT meetings. One (1) or more of the artists must be present at the second IDT meeting in order to have the opportunity to discuss artwork needs with the IDT members. Needed revisions will be made onsite during the second IDT meeting.

13. Make Arrangements for the Second Item Development Meeting (May 2009)
The *Development* Contractor will cover the cost of the meeting rooms for the second of two (2) two (2) day meetings of ELPA development teams, along with breakfast and lunch (and snacks) for all meeting attendees, for ELPA test levels and domains. The Level I and II teams will meet first. The Level III-V teams will follow. The IDT meetings must be scheduled back-to-back in order to minimize *Development* Contractor expenses.

    All meetings are to be held at a site in Michigan with computer labs or access to computers, as well as meeting facilities. MDE staff will work with the *Development* Contractor to assist in locating and making arrangements for suitable public facilities at little or no cost to the project.

    The MDE will be responsible for making all arrangements for the meeting facility, lodging, rooming lists, appropriate computer connections and services, sound equipment, tables for materials, supplies, any special needs, and caterers. The *Development* Contractor will be responsible for ensuring that the MDE has all of the meeting facility and equipment requirements so meeting arrangements can be made (number of break-out rooms, general session rooms, number of computers, and any additional space requirements for Contractor staff), that the appropriate software is provided, and any additional needs in order to conduct successful item writing meetings.

The *Development* Contractor will prepare another electronic letter of invitation with background materials for the meeting, and after approval by the MDE, the MDE will email the letter to each IDT member. This letter must request that the writer bring their assigned homework. The letter must provide a means (paper or electronic) for each invitee to indicate their willingness and availability to participate as an active IDT member, and to indicate the arrangements needed for hotel, meals, any special needs, 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.

14. Conduct the Second Item Development Meeting (July 2009)
    The second of the two (2) two (2) day meetings of the IDTs will be held in August. At this meeting, several things will be addressed. First, each small team will be interviewed to determine the status of their work assignments. Second, time will be provided for them to complete their work assignments. Third, the IDT members will review any requested artwork to make sure it reflects their specifications. One (1) or more of the artists must be present at the second IDT meeting in order to have the opportunity to discuss artwork needs with the IDT members. Needed revisions will be made onsite during the second IDT meeting. At the end of the meeting, any remaining work will be reviewed with each small IDT.

    MDE 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 general session, all of the small teams must spend the remainder of the meeting working to complete their assignments. MDE and *Development* Contractor staff must be on hand to assist each developer as needed.

15. Collect the Completed Items Following the Second Meeting (July 2009)
    Following the second item development meeting, the *Development* Contractor must collect the items from each small team, using the electronic item development system. Some of the small teams 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 small team with an incomplete assignment must 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 small teams unable to complete their assignments on schedule.

16. Edit the Assessment Items (July-August 2009)
    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 must obtain permission for use by the MDE. Each item that requires original graphics or artwork must be completed at this time as well. Editing of the items must be carried out to assure that the text is appropriate for the population being assessed, that unnecessary text is eliminated, that each selected-response item has one (1) correct answer, and that each constructed-response prompt can be scored using the appropriate one (1), two (2), or four (4) point scoring rubric.

    The Level I of the ELPA features Letter Writing items that are single-letter responses scored on a one (1) point rubric. Levels I and II of the ELPA feature Word Writing items that are scored on a two (2) point rubric. All levels feature Sentence Writing, Sentence Writing with Text, and Sentence Combination items which are scored on a two (2) point rubric. All levels also feature Paragraph Writing or Extended Response items that are scored on a four (4) point rubric. Different item types and their descriptions must be fully reviewed in order to appropriately plan work effort and scoring scheduling by the Contractor.

    The *Development* Contractor editors must use the ELPA item specifications during the editing process. The *Development* Contractor must ultimately prepare the items for reviews for SRC and CAC.

17. Prepare the Assessment Items for Review Meetings – SRC and CAC (August 2009)
    There will be four (4) devoted to item review each year. SRC will review all items the first day, or two. CAC will review the items during the second and third days. The fourth day is for MDE and the *Development* Contractor to meet to go over the committee comments. The *Development* Contractor is responsible for preparing all of the new items that need to be reviewed. The *Development* Contractor will be responsible for preparing any field-test items for review. In addition, the *Development* Contractor is responsible for conducting and paying the costs related to the item review meetings.

The MDE will identify review committee members for each content area and population: a SRC and CAC. Each committee will be comprised of a maximum of six (6) members, including an MDE approved experienced Michigan educator as the facilitator. Each committee will meet to review the sets of items before the items are ready to be embedded for field testing into operational assessment booklets, as well as items' statistical results from previous ELPA field-test. The *Development* Contractor will work with the MDE in developing item review forms for both the SRCs and the CACs. The committees needed are provided in the table below.

Number of ELPA SRC and CAC Committee Members

ELPA Levels	CAC	SRC
Level I and II Kindergarten plus Grades 1-2	6	6
Level III, IV and V Grades 3-12	6	6

Meeting dates for the SRC and CAC item review meeting(s), during the first week of October, will need to be set and electronic invitations need to be issued to the members of the SRC and CAC (by the MDE). The *Development* Contractor will pay for the travel expenses and meeting expenses for the committee meetings. The *Development* Contractor will pay a honorarium of $200 per day for two (2) days for each member of the committees. The facilitators will receive an honorarium of $400 per day.

The MDE will make the meeting, lodging, catering, and any special needs, such as interpreters for hearing impaired committee, members arrangements. The *Development* Contractor will ensure that the MDE is aware of the meeting dates and room requirements sufficiently in advance so facilities and meeting arrangements can be made.

The *Development* Contractor and MDE will develop mutually acceptable standardized procedures for SRC and CAC meetings to ensure that the participant training is adequate, that adherence to the review procedures is observed, and that there is at least one (1) *Development* Contractor and MDE staff with experience in content and sensitivity review procedures available to remind participants of the procedures, if needed, and to be a resource for the facilitators when questions arise. The *Development* Contractor and MDE 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 SRC and CAC membership will need to be reviewed and supplemented with new members, as needed. The MDE has applications forms that are used to solicit committee members. The *Development* Contractor will be responsible for training materials, and related meeting materials (e.g. agenda, evaluation etc.). All materials used must be approved by the MDE prior to using at a committee meeting.

The MDE 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 MDE also wishes to involve expert review committee members as facilitators at all of the meetings, with feedback on their performance in facilitating the meetings. The *Development* Contractor will work with the MDE to achieve these goals.

Note: While this section provides assessment *Development* plans and schedule for the 2008-2009 school year, the same set of activities will be conducted each year of the Contract (2009-2010 and 2010-2011) on a comparable schedule.

d. Editing/Publishing of Assessments Forms/Booklets for Spring 2009
The *Development* Contractor must be fully familiar with the assessment design, blueprints, assessment specifications and reporting requirements to ensure that each assessment is replicable from cycle to cycle; that sufficient items are viable post-field testing to replace all Core items (of which approximately 25 percent 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, the *Professional Development/Communication/Accommodations* Contractor, and the *Administration* Contractor will need to carefully coordinate their work to ensure success on the timelines that exists.

The items produced through the *Development* Contract will undergo one (1) round of tryouts (called "field tests") before they are used in the operational assessment. Small sets of new items, measuring a few ELP standards will be embedded in each of the operational forms of the ELP assessments for at least one (1) cycle before they are used in calculating student scores. The role of the *Development* Contractor will be to help the MDE select the items to be embedded in the operational forms for field testing. The *Administration* Contractor will administer, and score the field test items at the same time as the operational core items, complete all necessary analyses, and the SRC and CAC reviews of the field test items. Edits to the field test items will then made by the *Development* Contractor in the ELPA item bank system, along with field test statistics.

Note that this section lists tasks for the annual Spring ELPA assessment window. There are several steps to preparing the field test items and forms:

1. Produce the camera-ready ELPA Assessment booklets (September-October 2008)
The *Development* Contractor is responsible for producing the camera-ready ELPA assessment booklets, using InDesign v4.0.5 that is contained in Creative Suite 2 (CS2), and turning them over to the *Administration* Contractor for printing and shipping.

This responsibility includes "building" forms that are equivalent to the previous years forms, recommending to the MDE what items will be considered the "released items," determining what field test items will be embedded in each of the operational forms, and coordinating the proofing of all booklets before handing them over to the *Administration* Contractor. The *Development* Contractor must follow the MDE approved booklet style and format, paying particular attention to the principles of universal design. The *Development* Contractor will provide the MDE and *Administration* Contractor details of field test item location (e.g. five (5), 19-22, 48, …) in the operational assessments. Location of the items is critical for item statistics when producing the camera-ready booklets. As a result, *Development* Contractor needs to ensure the MDE that if there are repeated field test items that those items are in the same location across the forms.

In addition, whenever possible, core items must appear in the same location on every form so that if a student miscodes a form all student responses on the core items can be scored and reported resulting in the student receiving a valid score. In other cases, the correct answer for the first sample on a domain changes with the answer form, ensuring that any issue with use of the correct form is known and corrected at the beginning of the test session.

The *Development* Contractor must put in place protocols and safeguards, and verifications for the development of error free test maps that identify the function and characteristics of items on each form of the assessment, and for the error-free replication of item edits across all forms in which an item is administered.

2. *Development* Contractor coordinates proofing of all operational ELPA Booklets and Answer Keys (October 2008)
The *Development* Contractor is responsible for coordinating the proofing of all of the operational ELPA assessment booklets and their corresponding answer keys. All booklets will be proofed, including the answer keys, and checking to make sure the correct standard is coded to the item prior to disseminating them to the proofreaders. Proofreaders include the following:

   a. Designated MDE staff;
   b. Two (2) additional outside proofreaders per booklet determined by the MDE; and
   c. The *Development* Contractor's Content Area Specialist and Senior Editors.

The *Development* Contractor is responsible for producing proofing checklists of what the proofreaders are to look for when proofing and they must include all of the ELPA specifications that must be reviewed, which are included in the ELPA-approved item specifications for each ELPA test level and domain. These checklists must be approved by the MDE *prior* to providing it to the proofreaders. The *Development* Contractor will provide overnight shipping labels and packaging for the proofreaders to ship their comments, booklets, answer keys, picture cards, and any other materials back to the *Development* Contractors Content Area Specialist.

In addition, all of the ELPA test booklets and any ancillary materials, during the proofing stage, will be sent to the MDE staff person who specializes in students with visual impairment and the *Professional Development/Communication/ Accommodations* Contractor who will be producing the "Assessment Administrator Booklets for Braille" so the booklets and any ancillary materials can be reviewed for VI accessibility and can prepare to work with the American Printing House for the Blind (APH) in transcribing the items for the Braille versions of booklets and any ancillary materials. Form one (1) of each ELPA test level form is used to produce the accommodated versions. The *Development* Contractor ELL Assessment Specialists will compile all of the proofreader comments and send them electronically to the CCI. The *Development* Contractor ELL Assessment Specialists will then work with the MDE staff assigned to the particular ELPA assessment level to review and make final decisions on what edits will be made.

All revisions will be completed and the *Development* Contractor will provide camera-ready booklets, including any ancillary materials, to the MDE for final approval before handing them off to the *Administration* Contractor for printing and the *Professional Development/Communication/Accommodations* Contractor to produce the accommodated booklets and audio scripts. The *Development* Contractor is also responsible for updating the item bank with any changes made to items.

3. Produce Released Item Booklets and any Ancillary Materials for the annual ELPA Spring Cycle (June 2009 – August 2009)
   The *Development* Contractor is responsible for producing the released item booklets for each ELPA test level and domain area. It is expected that approximately 25% of the items will be released. The *Development* Contractor recommends to the MDE which items should be released, keeping in mind the types of items that are available in the item bank and the health of the item bank for each content standard to which items are written. Once the MDE approves the released items, the *Development* Contractor produces the released item booklets according to ELPA specifications. The booklets are posted as PDFs and are *not* produced as hard copies. The item numbering will be for the released items only and not the item number used in the operational booklet. Examples of MEAP released item booklets, which are comparable for ELPA, are posted on the Web page at http://www.michigan.gov/mde/0,1607,7-140-22709_31168---,00.html in each of the MEAP content areas.

   In the case of some MEAP passages requiring copyright agreements, some of the passages used for the items can not be posted on a Web page. There are no instances of copyrighted passages for ELPA and no operational items have been released. When developed, ELPA booklets for released items must be similar to those used for the ELPA assessments (go to www.michigan.gov/meap and click on the "released items" link on the left hand side of the page for examples). The *Administration* Contractor will then reproduce and distribute 10 copies of each booklet to each school plus 100 copies for MDE. Again, at this point in time, there have been no passages that have required this to happen, but it must be planned for in case passages with copyrights are used for ELPA.

   The released item booklets are proofed by the *Development* Contractor and by the MDE – no additional proofreaders are needed to proof the released item booklets. Once the MDE signs off on the released item booklets they are handed over to the MDE as high resolution PDFs to post on the ELPA Web page.

4. Final Handoff to the *Administration* and the *Professional Development/ Communication/Accommodations* Contractor (November 2008)
   The *Development* Contractor will hand off the electronic versions of camera-ready booklets to the *Administration* Contractor for printing as the booklets are approved by the MDE. The *Administration* Contractor will make arrangements for the Contractor that will be printing the booklets to send the printer proofs to the MDE for final sign off prior to printing all of the booklets and picture cards.

5. Receive Results of Embedded Field Test and Operational Test Items from *Administration* Contractor and Enter into the ELPA Item Bank System (Ongoing)
   Following each Administration cycle, the *Administration* Contractor will submit operational statistics for all items to the *Development* Contractor who will update the ELPA item bank system with the item data. The *Administration* and *Development* Contractors are responsible for coordinating with each other on this data exchange.
   Note: While this section provides assessment editing/publishing plans and schedule for the 2008-2009 school year, the same set of activities will be conducted each subsequent year of the Contract (2009-10 and 2010-11) on a comparable schedule.

e. Editing/Publishing of Assessments Forms/Booklets for ELPA Initial Screening
   The work up until this time was to prepare items that have a very high probability of succeeding in the embedded field tests. The *Development* Contractor must be fully familiar with the assessment design, blueprints, assessment specifications and reporting requirements to ensure that each assessment is replicable from cycle to cycle; that sufficient items are viable post-field testing to replace all Core items (which a percentage 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, the *Professional Development/Communication/Accommodations* Contractor, and the *Administration* Contractor will need to carefully coordinate their work to ensure success on the timelines that exists.

   The items produced through the *Development* Contract will undergo one (1) round of tryouts (called “field tests”) before they are used in the operational assessment. Small sets of new items, measuring a few ELP standards will be embedded in each of the operational forms of the ELP assessments for at least one (1) cycle before they are used in calculating student scores. The role of the *Development* Contractor will be to help the MDE select the items to be embedded in the operational forms for field testing. The *Administration* Contractor will administer, and score the field test items at the same time as the operational core items, complete all necessary analyses, and the SRC and CAC reviews of the field test items. Edits to the field test items will then made by the *Development* Contractor in the ELPA item bank system, along with field test statistics.

   In order to prepare for the delivery of annually-updated ELPA Initial Screening materials to districts by August 15, the following preparatory steps must be taken:

1. Review of the Current Assessment (April 2009)
   This step will be done by MDE and provided to the Contractor for the 2008-2009 ELPA screener. This step will involve the resulting Contractor of this Contract for the 2009-2010 and 2010-2011 ELPA screeners.

   The ELPA Initial Screening documents are reviewed to determine items that are problematic, obsolete, or have undesirable item statistics. Note that the ELPA Initial Screening is a stable assessment, i.e., it does not require significant changes from year to year, but some updates will still be necessary on an ongoing basis to ensure its reliability and validity.

   a. Compile a review of the current ELPA Initial Screening using resources from the field (ELPA Feedback Forms, etc.) and leadership resources (ELL Subcommittee recommendations, feedback from ELL coordinators, etc.).
   b. Identify items to retain and items to change and compare these with current ELP standard alignments and p-value spread.
   c. Identify items that are possible candidates for substitutes. These items will be selected from items that appeared on the Spring administration ELPA from two (2) years prior to the current ELPA Initial Screening cycle. For example, items that are possible candidates for replacement items that are to appear on the August 15, 2009 update of the ELPA Initial Screening (that is, the ELPA Initial Screening that will serve for the 2009-2010 school year) should be selected from a pool generated from the Spring 2007 ELPA. This is done to ensure:
      i. That the raw score to scale score (RS to SS) table of any given ELPA Initial Screening is congruent with (or equated to) the RS to SS table of any previously-administered Spring ELPA; and
      ii. That overexposure of items is avoided, since the pool of candidates for item substitution will be different from the pool of items available for anchor items from one (1) ELPA to the next.
   d. Candidate items for substitutes should closely match the items being changed in their standard and p-value statistics as closely as possible. This is done to assure a positive psychometric analysis in determining items that contribute evenly across five (5) different performance levels (Basic to Advanced Proficient).

2. Recomposition of Assessment Booklets (June 2009)
   Changes to the assessment documents mean recomposition of any and all affected documents, such as student test booklets, answer documents, and *Directions for Administration* manuals. These changes must be logged as they are made.

   a. Once these items are determined and approved by the MDE, these items are placed into appropriate item positions into ELPA Initial Screening test booklets.
   b. Adjustments are made to resultant Answer Documents and Directions for Administration manuals.
   c. All of these changes are reflected in new, camera-ready files that will then be turned over to the *Administration* Contractor for printing and shipping.

3. Printing and Distribution of "Pre-Ordered" Assessment Booklets (July-August 2009)
   The ELPA Initial Screening must be printed in advance of the next school year for use with incoming students who are potential ELLs. Documents must be housed in a central location and a distribution system must be designed to deliver these test booklets to target districts. A "pre-ordering" system anticipates large volumes of deliveries and thus reduces risk to milestone dates. This is considered a JIC (Just In Case) system.

   a. Approximate amounts of materials to be printed is determined through a pre-ordering system (online or paper form). Constituent districts communicate their expected needs of assessment materials at the various Assessment Levels based on both their historical and anticipated enrollment data.
   b. Materials are printed and distributed to districts. The *Administration* Contractor must identify a printing Contractor by a date that allows for distribution to all districts on or before August 15, 2009.
   c. Distribution to districts before August 15, 2009, must follow the pre-orders that were made previously. A regular ordering system (online or paper form) must then replace the "pre-ordering" system so that schools can continue to make orders at any time during the school year.

4. Ongoing Ordering and Distribution of Orders (August 2009 and on)
   Since the ELPA Initial Screening is designed to be available for use year-round, an ongoing ordering and distribution system must be designed to deliver materials on an as-needed, JIT (Just In Time) basis.

   a. An easily-accessible regular ordering system (online or paper form) must be installed by July 15, 2009 so that District Coordinators can order additional materials at any time.
   b. The system must allow for a turnaround time of no more than five (5) business days between date of order and delivery of materials to any district.
   c. The *Administration* Contractor may opt to identify a distribution Subcontractor to process and ship orders.
   d. A system for automated printing of return labels to districts must be designed so that Coordinators can ship back used ELPA Initial Screening materials to the OEAA. The UPS World Ship system is recommended for this purpose.

5. *Development* Contractor Coordinates Proofing of All Operational ELPA Booklets and Answer Keys (October 2009)
   The *Development* Contractor is responsible for coordinating the proofing of all of the operational ELPA assessment booklets and their corresponding answer keys. All booklets will be proofed, including the answer keys, and checked to make sure that the correct standard is coded to the item prior to disseminating them to the proofreaders. Proofreaders include the following:

   a. Designated MDE staff;
   b. Two (2) additional outside proofreaders per booklet determined by the MDE; and
   c. The *Development* Contractor's Content Area Specialist and Senior Editors.

   The *Development* Contractor is responsible for producing proofing checklists of what the proofreaders are to look for when proofing and they must include all of the ELPA specifications that must be reviewed, which are included in the ELPA-approved item specifications for each ELPA test level and domain. These checklists must be approved by the MDE *prior* to providing it to the proofreaders. The *Development* Contractor will provide overnight shipping labels and packaging for the proofreaders to ship their comments, booklets, answer keys, picture cards, and any other materials back to the *Development* Contractors Content Area Specialist.

In addition, all of the ELPA test booklets and any ancillary materials, during the proofing stage, will be sent to the MDE staff person who specializes in students with visual impairment and the *Professional Development/Communication/ Accommodations* Contractor who will be producing the "Assessment Administrator Booklets for Braille" so the booklets and any ancillary materials can be reviewed for VI accessibility and can prepare to work with the APH in transcribing the items for the Braille versions of booklets and any ancillary materials. Form one (1) of each ELPA test level form is used to produce the accommodated versions. The *Development* Contractor ELL Assessment Specialists will compile all of the proofreader comments and send them electronically to the CCI. The *Development* Contractor ELL Assessment Specialists will then work with the MDE staff assigned to the particular ELPA assessment level to review and make final decisions on what edits will be made.
All revisions will be completed and the *Development* Contractor will provide camera-ready booklets, including any ancillary materials, to the MDE for final approval before handing them off to the *Administration* Contractor for printing and the *Professional Development/Communication/Accommodations* Contractor to produce the accommodated booklets and audio scripts. The *Development* Contractor is also responsible for updating the item bank with any changes made to items.

D. Professional Development/Communication/Accommodations

There are a number of professional development and communication tasks and/or products that are required by federal law and/or are considered best practice in order to have technically sound assessments. Many of the requirements are due to the nature of the broad cultural backgrounds of the student population being assessed and the format of the ELP assessments being administered. State Education Agencies are charged with providing leadership to local districts and schools in regard to (1) who is eligible to participate in the State's assessment system for ELLs, (2) how to select and implement appropriate accommodations for ELLs with disabilities, and (3) how to ensure that all State assessments are technically sound and valid for its intended purpose. None of these goals can be achieved without providing high quality professional development for Michigan educators who will be involved with the administration of the State assessments and are responsible for appropriately handling all of the materials.

In order to ensure that the proper professional development is provided to such a broad audience in the most effective and efficient manner possible, a multi-modal approach is required. This means providing professional development through different types of media and making it available on demand in order to accommodate educators busy schedules and the lack of funds and substitute teachers to attend onsite professional development opportunities. For example, Michigan currently provides professional development in the form of (1) Webcasts, (2) online learning programs for how to administer the different State assessments, (3) online learning programs for how to understand and apply the scoring rubrics, (4) how to understand and use the assessment results to improve student learning, instruction, and curriculum, (5) accommodations provision, and (6) guidelines for participation in State assessment that are downloadable from the State Web site. Michigan intends to continue these modes of providing professional development and plans to update and revise all current materials.

The primary federal legislation that speaks to professional development and communication include the NCLB act and, for ELLs with disabilities, the IDEA, and Section 504 of the Rehabilitation Act of 1973. In addition, all products produced must comply with the federal General Education Provisions Act (GEPA) in order to provide equitable access for all Michigan educators, students, parents, and other stakeholders in the State. The following provides some excerpts from these federal laws that impact the development and implementation of Michigan's assessment system, including the ELPAs.
15 STAT. 1472-3

(D) In accordance with section 1119 and subsection (a)(4)<u>, high quality and ongoing professional development</u> for teachers, principals, and paraprofessionals, and, if appropriate, pupil services personnel, parents, and other staff to enable all children in the school to meet the State's student academic achievement standards.

A document published by the U.S. Department of Labor in support of NCLB notes that is is critical,

…
``(xi) To provide technical assistance to schools and local educational agencies, and direct services, including supplemental educational services as defined in 1116(e) of the Elementary and Secondary Education Act of 1965 to children with disabilities, in schools or local educational agencies identified for improvement under section 1116 of the Elementary and Secondary Education Act of 1965 on the sole basis of the assessment results of the disaggregated subgroup of children with disabilities, including providing professional development to special and regular education teachers, who teach children with disabilities, based on scientifically based research to improve educational instruction, in order to improve academic achievement to meet or exceed the objectives established by the State under section 1111(b)(2)(G) the Elementary and Secondary Education Act of 1965.

A key implementation aspect that has been put into place to ensure that all state assessment systems meet NCLB requirements is the **Standards and Assessments Peer Review Guidance: Information and Examples for Meeting Requirements of the NCLB Act of 2001.** This peer review process emphasizes the importance of professional development in several of its critical elements.

"Building on the foundation of standards and assessments required of States by the Improving America's Schools Act of 1994 (IASA), the current NCLB requirements include high-quality assessments, accountability systems, and teacher preparation and training aligned with challenging state academic standards so that students, teachers, parents, and administrators can measure progress against common expectations for students' academic achievement." (p. 1).

Examples of Acceptable Evidence (p. 37 of Standards and Assessments Peer Review Guidance)

- Existing written documentation of the State's policies and procedures for the selection and use of accommodations and alternate assessments, including evidence of training for educators who administer these assessments.

Critical Element 4.5
Has the State established clear criteria for the administration, scoring, analysis, and reporting components of its assessment system, including alternate assessment(s) and does the State have a system for monitoring and improving the on-going quality of its assessment system?

Examples of Acceptable Evidence (p. 39 of Standards and Assessments Peer Review Guidance)

The State uses an extensive system of training and monitoring to ensure that each person who is responsible for handling or administering any portion of its assessments does so in a way that protects the security of the assessments and maintains equivalence of administration conditions across students and schools.

- Existing written documentation of the State's plan for training and monitoring assessment administration conditions across the State, even when its assessment system is comprised of only local assessments.

Critical Element 7.1
Does the State's reporting system facilitate appropriate, credible, and defensible interpretation and use of its assessment data?

Examples of Acceptable Evidence (p. 59 of Standards and Assessments Peer Review Guidance)
- Descriptions of the State's system for training educators on the appropriate interpretation and use of assessment results. State training materials include: the purpose and content of the assessments, the reliability of the assessment scores, and sufficient information to allow use of the assessment results in making sound educational decisions or for conducting scientifically based research to improve educational outcomes.

The following is a preliminary analysis of the major tasks involved for developing the end products. The *Professional Development/Communication/Accommodations* Contractor is not, however, constrained from supplementing this listing with additional steps, subtasks or elements deemed necessary to permit the development of other approaches.

All Web sites designed under this Contract by the *Development* Contractor must have the general look and feel of the official State of Michigan Web sites, including adherence to the IT standards (sections 2.051 and 2.053).

The *Professional Development/Communication/Accommodations* Contractor must address these primary tasks as well as all supporting tasks. The main supporting tasks, with the assumption that quality processes exist throughout, include among other items listed as In Scope, the following:

Professional Development/Communication/Accommodations

(1) Creating an approved schedule for all required tasks, subtasks, and activities to be conducted;
(2) Working collaboratively with the *Development* and *Administration* Contractor;
(3) Producing online learning programs;
(4) Developing annually an ELL assessment calendar of events, which is provided to districts by the *Administration* Contractor;

(5) Archiving all products developed;
(6) Developing an electronic directory and search engine catalog of all archived products produced;
(7) Writing scripts for the products needing scripts in this Contract;
(8) Planning and producing ELPA Webcasts collaboratively with the MDE for the Fall and Spring ELPA assessment window;
(9) Writing and producing camera-ready support materials, such as the ELPA *Directions for Administration* manual and the ELPA *Guide to Reports* for understanding, using and interpreting the ELPA results;
(10) Developing and producing all accommodated versions of camera-ready and released assessment documents, including audio scripts, Braille, audio, and video accommodations;
(11) Providing large print/Braille materials as needed to the *Administration* Contractor;
(12) Producing the camera-ready *Assessment Administrator Booklet for Braille* for each assessment booklet produced in Braille;

For English language learners with disabilities, the *Professional Development/Communication/Accommodations* Contractor will develop Braille, a recorded version of each assessment to be made available to districts in both cassette tape and audio CD formats, and audio scripts. The cassette tapes and CDs must be sectioned or tracked so as to permit students to re-listen to a prompt, a question, or the responses to the question without listening to the entire section all over again.

1. Schedule

The *Professional Development/Communication/Accommodations* Contractor must provide a comprehensive, highly detailed schedule for project deliverables and activities related to this component of the Contract. This must be made available in paper form and available electronically (using MS Project software or other comparable planning software compatible with MDE software) to the MDE upon award of the Contract and after each modification of it throughout the course of this Contract. This comprehensive schedule must include all key professional development and communication activities. The schedule will need to be coordinated with the *Development* Contractor and *Administration* Contractor schedule carefully since both the *Development* and *Administration* procedures and schedule will determine the timing of delivery of the professional development and communications tasks and products.

In order to monitor project activities, the MDE will require monthly written progress reports, plus weekly update telephone meetings and monthly face-to-face meetings with the *Professional Development/Communication/Accommodations* Contractor staff. Additionally, the *Professional Development/Communication/Accommodations* Contractor will report to the MDE CCI, and at times will meet with other groups regarding this project. The *Professional Development/Communication/ Accommodations* Contractor must address all the subtasks and activities as specified below:

a. Narrative Timeline

The *Professional Development/Communication/Accommodations* 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 Subcontractors, *Development* Contractor, and *Administration* Contractor. The schedule must show which Contractor is responsible for the task. The schedule will also serve as a monitoring document to assure timely completion of tasks as scheduled.

One (1) deliverable, to follow each kickoff meeting within 10 business days, (to prepare for each cycle of the assessment) shall be a baseline schedule in a format approved by OEAA showing at least all important milestone dates requested by OEAA. The baseline schedule shall be maintained throughout the cycle to identify deviations form the original schedule and to assist in improving future processes.

Since the schedule may need revision and updating during the term of the Contract, the *Professional Development/Communication/Accommodations* Contractor must follow the change control process (reference section 1.403) with the CCI when changes are anticipated by providing an updated version in writing. Two (2) copies of any updated schedule must be submitted 30 days in advance for approval. The MDE CCI shall respond in writing to each updated schedule within 10 working days of receipt. Timeline revision may require a Contract amendment.

b. Progress Reports
The *Professional Development/Communication/Accommodations* 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 (6) weeks. The *Professional Development/Communication/Accommodations* Contractor will email the written report to the CCI by noon (EST) of the first Tuesday of each month covering the previous month's activities.

c. Management Meetings
The successful operation of the project will require weekly telephone conference call meetings between the *Professional Development/Communication/Accommodations* Contractor and the MDE staff, or as requested by the CCI. These conference calls will provide an opportunity to review and discuss task implementation and status. Monthly in-person meetings will also alternate between the *Professional Development/Communication/Accommodations* Contractor's office and the MDE's location. Contractor site location will be to review operations. *Professional Development/Communication/Accommodations* Subcontractor(s) will meet jointly with the *Professional Development/Communication/Accommodations* Contractor, MDE CCI, and the MDE staff as appropriate to discuss the tasks. The *Professional Development/Communication/Accommodations* Contractor and any Subcontractor(s) will be responsible for the cost of sending its staff to meetings and other project-related meetings in Lansing. Each Contractor also plan for three (3) MDE staff to attend six (6) two (2) day monthly meetings per year at the *Professional Development/Communication/Accommodations* Contractor's site.

A similar schedule of face-to-face meetings is required to coordinate Contractor services with the *Development* Contractor and the *Administration* Contractor. At least three (3) of these meetings will be scheduled to overlap so that the *Professional Development/Communication/Accommodations* Contractor and its Subcontractor(s), the *Development* Contractor, and the *Administration* Contractor will meet together with the MDE to plan, deliver, anticipate, and problem-solve issues that require coordination.

Finally, the ELPA Contractor shall meet with OEAA quarterly in executive management meetings just before or after scheduled monthly management meetings. The attendees from both the Contractor and OEAA shall include the highest level manager involved in directly managing the ELPA and at least one (1) high-level executive removed from significant involvement in Contract issues. These meetings shall not focus on the daily issues of the Contract, but on evaluating and addressing the overall Contract performance of both parties. This meeting shall be a venue for problem solving at high levels and enhancing the working relationship between client and Contractor.

d. Other Meetings
The *Professional Development/Communication/Accommodations* Contractor may make periodic reports to the SBE (oral and written) and meet with the CCI and advisory committees, or other groups as required by the CCI. In addition, every Fall the MDE conducts five (5) – six (6) two (2) day Fall conferences across the State of Michigan. There are a number of presentations focusing on the assessment of ELLs and various aspects of the ELPA assessments. The *Professional Development/Communication/Accommodations* Contractor will need to plan on at least two (2) staff attending and possibly presenting at these conferences on one (1) of the two (2) days.

Sample: Fall 2007 Assessment and Accountability Conference Dates (Day 1 and Day 2)

Battle Creek, McCalmly Plaza	October 29 & 30
Marquette, Northern MI University	November 6 & 7
Crystal Mountain	November 8 & 9
Sterling Heights, Sterling Inn	November 14 & 15
Lansing, Lansing Center	November 19 & 20
Novi, Sheraton Detroit Novi	November 29 & 30

For the purposes of this Contract, the *Professional Development/Communication/ Accommodations* Contractor must plan for two (2) additional two (2) day meetings per year attended by two (2) persons each from the *Professional Development/ Communication/Accommodations* Contractor and for an additional 10-12 days (two (2) days per Fall conference) for two (2) staff to attend and present on one (1) day of the Fall conferences.

e. Records and Minutes
The *Professional Development/Communication/Accommodations Contractor* must take accurate minutes and record lists of participants from *all* meetings including, but not limited to, project planning meetings, product review meetings, formal meetings or phone calls between the *Professional Development/Communication/Accommodations* Contractor and MDE. The *Professional Development/Communication/Accommodations* Contractor must maintain and submit to the CCI for the MDE all minutes and records, which have been formatted well and proofed, electronically (i.e. email) within two (2) working days.

2. Online Learning Programs
The MDE has found the use of online learning programs had been an efficient method of providing consistent and accurate professional development and information to Michigan educators, parents and other interested stakeholders. All programs for the ELPA assessments will be collaboratively developed with the *Professional Development/Communication/Accommodations* Contractor and the MDE staff. All products must be approved by the CCI before they are available for use. The *Professional Development/Communication/Accommodations* Contractor will be required to have a Web site to house all of the online learning programs, but Michigan educators will be required to use LearnPort™ in order to access the online learning programs. LearnPort™ is a software program purchased by the MDE and therefore will be used at no cost by the *Professional Development/Communication/Accommodations* Contractor.

Project Phases (details vary by specific online learning program)

1. **Planning** – project producer, assignment and directions, meetings, research, script writing, and organization.

2. **Design** – layout, graphics, interface and elements prototyping.

3. **Video Production Option**

   Preproduction – scheduling, shot lists, crew determination, copies of scripts, equipment determination, site scout, and secure site location.

   Production – average 2.5 days video production w/ four (4) person crew (producer, director, camera & audio).

   Post Production – rough edit, client review, edit changes, export and compress video for web.

4. **Development** – creation of graphics; voice-over narration record, edit and sync with visuals; incorporation of video, screen capture and graphics as needed; programming; testing and bug fixing; proofing; creation of instructions/guide on how to use (as needed); web implementation, pre and post tests, certificates of completion, and access through LearnPort for online learning programs for Michigan educators.

5. **Maintenance** – ongoing changes, updates, record keeping, backups and archival.

a. ELPA Reports – Understanding, Interpreting, and Using ELPA Results Online Learning Program
This online learning program will provide information to anyone who wants to understand and use the reports provided to Michigan educators and parents related to the current ELPA assessments, including all levels and domains for the Spring annual ELPA assessments and ELPA Initial Screening. There are numerous reports that are produced for each of the ELPA assessments from individual reports, parent reports, and summary reports. The ELPA Guide to Reports is a document that is produced to help understand, interpret, and use the ELPA reports. It can be downloaded from www.michigan.gov/elpa. The Contractor must plan on a module for each test level and domain. The Contractor will be required to house this program on a Web site.

b. OEAA Secure Site Online Learning Program
The OEAA has a secure site that is password protected. It is used by District ELPA and MEAP Coordinators to Pre-ID students for State assessments, locally print pre-ID student labels, house State test reports, and other functions that are crucial to accurate assessment administration and reporting. District staff who have been approved to access the OEAA Secure Site need on-going professional development on how to use the various functions of the site.

c. How to Use the Scoring Rubrics for the ELPA Writing Constructed-Response Items
The ELPA assessments have a number of constructed-response items. Students produce a response to a prompt that is hand-scored using a one (1), two (2), or four (4) point scoring rubric. Students can respond by printing or writing answers. At the kindergarten level, credit is given to pre-writing expressions. It is important for Michigan educators and parents to understand what is expected of students related to this portion of the ELPA assessments. This can be done by understanding how to apply the one (1), two (2), or four (4) point scoring rubrics to actual student papers that are from prompts that are used for the ELPA Initial Screening. This online learning program will prepare users to score papers and see if they can score them the same as the professionally trained scorers. There will be pre- and post-tests and a certificate of completion. The Contractor is required to house this program on a Web site.

d. ELL Instructional and Assessment Accommodations Online Learning Program
States are required to provide professional development related to accommodations to ensure access to the general curriculum and to State assessment. This online learning program will cover information related to both instructional accommodations and accommodations related to Michigan's State assessments. The Contractor must plan on two (2) modules that include some onsite video demonstrating implementation of various accommodations. A pre-and post-test with certificate of completion will be included in this program. The Contractor is required to house this program on a Web site, but access to this online learning for Michigan educators will be through LearnPort™.

e. Guidelines for Determining ELL Participation in State Assessment
States are required to ensure that ELL educators understand how to determine if students are eligible for ELP services and determining appropriate participation in State assessments for these students. ELP assessments and linguistic accommodations are designed for ELLs based on a number of factors so it is crucial for ELL educators to understand the State's guidelines in order to appropriately assess students. This online learning program will provide critical information in applying the State's guidelines for determining the appropriate State assessments and appropriate accommodations, if needed. The Contractor must plan on two (2) modules, including pre-and post-tests, and certificate of completion. The Contractor is required to house this program on a Web site.

f. ELPA Webcast Modules
Upon completion of ELPA Webcasts, the Contractor is required to create post-Webcast script and PowerPoint slides, voice-over narration, and creation of Flash modules for incorporation into a web-based program. Some examples of what would be created from the Webcast are the following:

- Prohibited Behavior;
- Assessment Materials for District ELPA Coordinators;
- Using the ELPA Online System;
- The Pre-ID Process and Registering New Students;
- Receiving Pre-Printed Materials;
- OEAA Secure Site Access Update;
- ELPA Listening Domain;
- ELPA Reading Domain;
- ELPA Writing Domain; and
- ELPA Speaking Domain.

3. Archival System
The *Professional Development/Communication/Accommodations* Contractor is required to propose a system of archiving all of the still images, web project files and back-up archive, video project files backup, production video files, including rendered graphics and digital masters, online learning modules, survey database archive and so forth. The *Professional Development/Communication/Accommodations* Contractor must propose a system for hard copy record keeping and organization. In addition, a directory and search engine catalog of all of the previously mentioned materials must be developed.

4. ELPA Webcast (Spring & Fall)
In order to provide logistical information to ELPA coordinators (District and School) ELPA staff produces two (2) Webcasts a year. One (1) in the Fall that discusses the particulars of the ELPA Initial Screening and one (1) in the Spring presenting the particulars related to the administration of the annual Spring ELPA assessments. The webcasts are done at Wayne RESA and are streamed through MI Steamnet at mistreamnet.com. The Fall and Spring ELPA Webcast can be viewed by going to www.mistreamnet.com and going to the streamed archives. The *Professional Development/Communication/Accommodations* Contractor is responsible for the following tasks related to the ELPA Webcasts.

Project Phases (details vary by cycle)

1. **Preproduction** – project producer, assignment and directions, site determination, crew and facility bookings, writing of informational flyer, script writing, coordination with script developer, and technical script.

2. **Production & Post Production** – create video instructional modules; video edit of elements; narration recording, edit and proof; and PowerPoint modules per sections.

3. **Production** – producer, director, full production crew for Webcast segments, production of script copies, provide additional equipment, and augment site facility use such as teleprompter.

4. **Post Webcast** – create final master, and prep segments for Web modules.

5. **Project Completion** –archived Webcast from Info Center, record keeping, and backups & archival.

5. Production of Camera-Ready ELPA Support Materials
To ensure the accurate administration of the ELPA assessments and the appropriate understanding, interpretation, and use of the ELPA results, it requires a number of documents to be produced and provided to the MDE, as a PDF file, for posting on the ELPA Web page and to the *Administration* Contractor for printing. These documents include the *ELPA Coordinator and Assessment Administrator Manual* for the Fall and Spring ELPA assessments, and *training sections of the ELPA Administrator Manual* addressing issues for specific cycles, and the *ELPA-Guide for Understanding, Using, and Interpreting the ELPA Reports*. These documents are produced each year with information that is current for each assessment cycle. The *Professional Development/Communication* Contractor will collaborate with the MDE and the *Administration* Contractor when writing and producing the camera-ready documents. Timelines for production of the camera-ready documents must be coordinated with the *Administration* Contractor in order to meet deadlines for shipping these documents to districts for each assessment cycle. The current ELPA "Training" sections of the Spring 2008 ELPA Directions for Administration and "Report Guide" can be downloaded at www.michigan.gov/elpa.

6. Accommodated Versions of the ELPA Assessments
As part of the State's academic assessment system, called the MEAS, the assessments are required by federal law to be designed to be valid and accessible for all students, including ELLs with an Individualized Educational Program (IEP) or federal Section 504 Plan. Inclusion of these special populations includes Braille (grades 3-12), and audio. Enlarge print version will be created by the administration contractor.

For ELL students with an IEP or a Section 504 Plan, the *Professional Development/Communication/Accommodations* Contractor must develop accommodated versions of one (1) form, typically Form one (1) of X, for each test level and domain assessed. All quantities, including some overage, of accommodated materials shall be determined and approved in writing by MDE prior to production. Appendix A of this Contract provides the quantities of accommodated materials that are based on the quantities that were ordered for 2006/2007. Quantities will vary from assessment cycle to cycle. New accommodated materials will need to be produced each year for each test cycle.

The *Professional Development/Communication/Accommodations* Contractor shall comply with all federal and State laws. Including but not limited to, the IDEA, NCLB, and the Americans with Disabilities Act (ADA).

The MDE requires that the designated Contractor staff assigned to work with the production of accommodated materials has participated in the APH "Accessible Tests Workshop", within the past three (3) years or will do so within two (2) months of Contract award, in order to become thoroughly familiar with APH guidelines for Braille prior to the development of the accommodated materials. The APH certificate of completion is required.

The production of all accommodated materials will include, at a minimum, the following five (5) steps. The details within each step will vary based on the medium being produced.

a. Preproduction
Includes, but is not limited to, project producer, assignment and directions, communication with printer and MDE about project timeline and test booklet production schedule, accommodated materials production scheduling, test booklet review, booklet/script preparation, scheduling and hiring of talent.

The talent(s) must have an un-biased, pleasant, non-provocative, clear and articulate voice for the target language of the audio or video. Their voice must be of the target language's accent and dialect most common in Michigan and without accents from other dialects and languages.

b. Production
Includes, but is not limited to, Braille, or recording complete narration/transcription of assessment booklets, producer/director, engineer, proofing operations, create master label files and label design for accommodated versions, studio time, and audio/video recording.

c. Post Production
Includes, but is not limited to, create master documents or audio/video files for accommodated version, and create tracked CD masters for the audio and DVD for video. The CDs and DVDs must be created/chaptered as to allow users to play an entire section or a specific test item.

d. Project Completion
Includes, but is not limited to, quality control, proofing, spreadsheets of project elements, duplication, and reorders (as needed).

e. MDE Approval
Prior to duplication, *all* accommodated materials must be approved by the designated MDE staff person.

7. Accommodations Table
The following table provides specifications that are in addition to the requirements mentioned above for each of the ELPA accommodated materials needed and for what special population the materials will be available.

Accommodation	Specifications	IEP
Braille	**Preproduction**: • All domains of ELPA, for test levels III through V (grades 3-12) Tactile graphics for the listening, reading, and writing and speaking domains, where feasible. • APH guidelines in APH publication "Test Access" must be followed unless specified otherwise. • Contracted Braille and Nemeth for all items that require its use. • Braille transcription must be done by APH for all ELPA domains to ensure accuracy and consistency in format and graphic production techniques. • There must be a person designated as the contact with APH and MDE for the following tasks, at a minimum: 1. Dates when camera-ready booklets will be available to start preproduction and when the actual booklets need to be to the Contractor to package; 2. Submitting recommended Braille adaptations, as needed, to items and graphics and revised directions to APH;	Y

Accommodation	Specifications	IEP
	3. Respond to questions from APH related to items that are difficult to Braille; and 4. Ensure that Braille adaptations do not change what the item is measuring. **Production** APH will produce transcribed ELPA booklets (form one (1) only) with graphics to Braille for all ELPA domains. **Post Production** • APH internal proof and edit. • Produce master for duplication. **Project Completion** • APH will duplicate the agreed upon quantity of booklets. • APH will provide Contractor with the Print to Braille page correspondence in an agreed upon format in MS Word to post on the MDE Web page. • *Assessment Administrator Booklet for Braille* must be produced for each form produced in Braille. APH must provide detailed transcriber note information in order to produce the *Assessment Administrator Booklets for Braille*. • Proofreading will be done by APH and an independent Michigan Braille proofing company from a list of companies recommended by the Michigan School for the Blind. • Must provide a method of filling requests for the production of the released item booklets in Braille. • Additional booklets produced for reorders, as needed. • All Braille items and graphics will be archived/saved for possible use in future booklets. **MDE Approvals** • All Braille booklets, Assessment Administrator Booklets for Braille, and Print to Braille page correspondence documents will require MDE approval before they can be used, similar to section 1.104.C.	
Enlarged Print	**Preproduction** • Creating and duplicating enlarged print versions of the ELPA assessments is not part of this contract.	Y

Accommodation	Specifications	IEP
Audio Scripts *(English Audior Script)*	**Preproduction** • All listening, writing and speaking domains of the Form one (1) of X ELPA assessments for Test Levels I-V. • Also referred to as English Audio Scripts. • The Contractor will carefully prepare an Audio Script that is read to students from Form one (1) of X of each ELPA assessment booklets plus the corresponding section of the Administration manual that is read to the students (including the reading domain). • Directions on how to use the audio script must be written to be included in accommodations section the ELPA Administration manuals. • The Contractor will work with an MDE staff member to obtain proper script conventions. **Production** • Contractor writes scripts. • The script shall be designed for a narrator to read it to students that can visually follow along while viewing the assessment booklet. **Post Production** Contractor internal proofing and edits made, if needed. **Project Completion** • Contractor will do quality control checks on each scripts. • Proofreading done by MDE. **MDE Approval:** All scripts will require MDE approval before they can be used, similar to section 1.104.C.	Y
Audio	**Preproduction** • Produce from each Audio Script an audio master in two (2) formats – compact discs (CDs) and audio cassette (upon request). The media used for duplication must be that which can be used on most CD or audio cassette machines (i.e. CD-R). • Beginning with the Fall 2009 ELPA Initial Screener test cycle, the creation of masters for cassette tape media will not be part of this Contract. • Audio only accommodations will be produced in the English language.	Y

Accommodation	Specifications	IEP
	• The audios must have a tone and a short audio pause following the reading of each item to allow end users a chance to pause the audio should they need more time to respond to the item. CDs must be formatted to allow the end user to either play an entire section or a specific item. The media used for duplication must be that which can be used on most CD or audio cassette machines (i.e. CD-R). • Professional voice talent must be used, both male and female. The talent(s) must have an un-biased, pleasant, non-provocative, clear, and articulate mid-western United States voice for the target audience for the audio versions. The MDE must approve the voice talent prior to production. • Must use the Audio Scripts described above when preparing the script for the voice talent, review the booklets, prepare to record. • Each unit must be individually packed in a reusable protective casing. (i.e. a paper sleeve with a transparent window large enough to read the label on the media for Audio CDs; or poly cases with face labels for cassettes). • The labels on each master shall clearly indicate the ELPA, test cycle, grade, domain or test section, and form number for which it corresponds to. • Contractor shall work with MDE to insert notes needed specifically for audio production into the Audio Script. These notes are to be instructions for the narrator or production staff to use and must not be added or edited wording of what is narrated. • There must be a *Professional Development/Communication/Accommodations* Contractor staff person designated as the contact with MDE and the *Administration* Contractor for the following tasks, at a minimum: 1. Identity dates when camera-ready booklets will need to be available to start preproduction and when the cassettes and Audio CD masters need to be available for the Administration Contractor to duplicate in order to be on time for packaging and shipping to districts with the print assessment materials; **Production** • Record complete narration of audio script. • Internal proofing by audio production Contractor. • Label each master appropriately.	

Accommodation	Specifications	IEP
	Post Production • Edit audio files, as needed. • Create master files for audio tapes. • Create tracked/chaptered CD masters. **Project Completion** • Perform quality control checks on duplicated audio cassette tapes and audio CD masters. • MDE and audio Contractor proofing. • MDE must approve each audio master. • Duplication of each audio for distribution to schools is not part of this Contract. **MDE Approval:** All audio masters will require MDE approval before they can be used, similar to section 1.104.C.	

E. Annual Spring Administration of ELPA

Specific Spring ELPA Assessment Administration Tasks—Grades K through 12

The following is an analysis of the major tasks involved in developing the end products that are the responsibility of the *Administration* Contractor for the Spring annual ELPA assessment cycle. The same tasks will need to be completed for the ELPA for Initial Screening assessments. The *Administration* 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.

The *Administration* Contractor *must* address these primary tasks as well as all supporting tasks. The main supporting tasks, with the assumption that quality processes exist throughout, include among other items listed as IN SCOPE, the following:

(1) Creating and maintaining an approved schedule for all tasks, subtasks, and activities to be conducted;
(2) Working collaboratively with the *Development* and *Professional Development/Communication* Contractor;
(3) Creating and maintaining a single approved schedule for the *Development, Professional Development/Communications/Accommodations,* and *Administration* required tasks, subtasks, and activities to be conducted;
(4) Developing and maintaining information technology modules (as described below);
(5) Receiving (from *Development* Contractor) and printing all standard print versions of camera-ready assessment documents;
(6) Developing and reproducing all ancillary assessment materials, including answer documents, header sheets, Teacher Return Envelopes, labels, etc.;
(7) Having and using a system that tracks the shipment of all materials and ensures the return of all materials that either have assessment items or could potentially contain student information (i.e. assessment booklets, answer documents, audio and video accommodations, etc.);
(8) Having an online, secure-password system for obtaining and maintaining an ELPA Coordinator contact information, collecting Assessment Administrator and student counts, ordering additional assessment materials and so forth;
(9) Establishing a toll-free ELPA Hotline number and email address, along with appropriate staffing to support the hotline, to respond to questions from ELPA Coordinators and others with questions related to ELPA *Development, Professional Development/Communication/Accommodations,* and *Administration.*
(10) Providing information, data, and/or have staff participate in the two (2) annual ELPA webcasts, as needed;
(11) Distributing all assessment materials;
(12) Receiving and processing of all assessment materials;
(13) Scanning answer documents;
(14) Scoring student responses (multiple-choice and open-ended or constructed response);
(15) Psychometric analysis of student responses;
(16) Reporting student results;
(17) Creating an item data file;
(18) Creating a student data file (including field test data);
(19) Creating an aggregate data file (including rollups at group code, school, district, and State levels for all public schools, private schools, and public academies);
(20) Analyzing the adequacy of scheduling, program management, materials printing, materials receipt, materials processing, scanning, scoring, and reporting with a focus on improving performance;
(21) Creating a complete Contract Report for each cycle (including a technical manual as well as process documentation, and recommendations for improving performance); and
(22) Providing documentation processes and electronic data management.

Major technical and procedural issues inherent in the administration of the ELPA must also be addressed with all final policy decisions made by the MDE.

Standard requirements for range-finding, item review, scanning, and hand-scoring are presented following the specific listing of all tasks for the ELPA cycles (Annual Spring for all students in grades K-12 and Initial Screening Cycle for new students).

Electronic Document Management

The *Administration* Contractor shall provide and maintain an electronic document management site with nightly backup, like a FTP site. This site shall be used to securely transfer and maintain electronic documents and files related to the ELPA assessments. Security to access this site must only allow key *Administration, Development, Professional Development/Communication* Contractors, and designated MDE staff, each with unique access codes, to access the site. The MDE CCI reserves the right to have any individual's user identification code removed. The MDE CCI shall be provided a complete listing of all user identification codes that have access to this site on a periodic or upon request basis – with a minimum of once before any files or documents are posted plus once per year thereafter. No more than one (1) individual shall be assigned to each user identification code. Each user identification code shall be password restricted. See section 1.104.N for Security Requirements.

The Electronic Document Management site shall be a secure web-facing permanent repository of electronic documentation in addition to a transitory FTP site for file transfers. The directory structure, the naming conventions, the rules for what documents must be kept on the permanent repository, rules for formatting those documents, and rules for versioning and discarding previous versions shall be proposed by the *Administration* Contractor, but may be revised by MDE, and must receive final approval from MDE.

At a minimum, schedules, agendas, reports, and meeting minutes shall be kept on this permanent electronic documentation repository. The repository shall be transferred as an easily accessible historical record (requiring no modification or training) onto permanent media (such as DVDs or an external hard drive) and transferred to MDE at the end of the Contract.

Schedule

The *Administration* Contractor must provide a comprehensive, highly detailed schedule for required project deliverables and activities. This must be made available in paper form and available electronically (using MS Project software or other comparable planning software compatible with MDE software) to the MDE upon award of the Contract and after each modification of it throughout the course of this Contract. This comprehensive schedule must include all key MI-Access *Development, Professional Development/Communication/Accommodation,* and *Assessment* development activities. The administration schedule will need to be coordinated with the *Professional Development/Communication/Accommodations* and the *Development* Contractor carefully since both the *Professional Development/Communication/Accommodations* Contractor and the *Development* Contractor procedures and schedules will impact the timing of delivery.

In order to monitor project activities, the MDE will require monthly written progress reports, plus weekly update telephone meetings and *monthly* face-to-face meetings with the *Administration* Contractor's staff. Additionally, the *Administration* Contractor will report to the MDE CCI and at times will meet with other groups regarding this project. The *Administration* Contractor must address all the subtasks and activities as specified in Assessment Administration Activities and as outlined below:

a. Narrative Timeline

The *Administration* 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 Subcontractors. The schedule must 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 *Administration* Contractor must follow the change control process (reference section 1.403) with the CCI when changes are anticipated by providing an updated version in writing. Two (2) copies of any updated schedule must be submitted 30 days in advance for approval. The MDE CCI shall respond in writing to each updated schedule within 10 working days of receipt. Timeline revision may require a Contract amendment.

One (1) deliverable, to follow each kickoff meeting within 10 business days (to prepare for each cycle of the assessment), shall be a baseline schedule in a format approved by OEAA showing at least all important milestone dates requested by OEAA. The baseline schedule shall be maintained throughout the cycle to identify deviations form the original schedule and to assist in improving future processes.

b. Progress Reports
The *Administration Contractor* will produce monthly progress reports, using an MDE approved format, 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 (6) weeks. The *Administration* Contractor will email the written report to the MDE CCI by noon (EST) of the first Tuesday of each month covering the previous month's activities.

c. Management Meetings
The successful operation of the project will require weekly telephone conference call meetings between the *Administration* Contractor and the MDE staff, or as requested by the CCI. These conference calls will provide an opportunity to review and discuss task implementation and status. Monthly in-person meetings will also alternate between the *Administration* Contractor's office and the MDE location. Contractor site location will be where the operations related to this Contract are conducted. Administration Subcontractor(s) will meet jointly with the *Administration* Contractor and MDE staff as appropriate to the tasks to be discussed. The *Administration* Contractor will be responsible for the cost of sending its and any development Subcontractor(s) staff to meetings and other project-related meetings in Lansing. Each Contractor must budget for three (3) MDE staff to attend six (6) two (2) day monthly meetings per year at the *Administration* Contractor's site.

A similar schedule of face-to-face meetings is required to coordinate Contractor services with the *Professional Development/Communication/Accommodations* Contractor and the *Development* Contractor. At least three (3) of these meetings will be scheduled to overlap so that the *Administration* Contractor and administration Subcontractor(s), the *Professional Development/Communication/Accommodations* Contractor, and the *Development* Contractor will meet together with the MDE to plan, deliver, anticipate, and problem-solve issues that require coordination.

Finally, the ELPA Contractor shall meet with OEAA quarterly in executive management meetings just before or after scheduled monthly management meetings. The attendees from both the Contractor and OEAA shall include the highest level manager involved in the ELPA and at least one (1) high-level executive not involved in day to day Contract issues. These meetings shall not focus on the daily issues in the Contract, but on evaluating and addressing the overall Contract performance of both parties. This meeting shall be a venue for problem solving at high levels and enhancing the working relationship between client and Contractor.

d. Other Meetings
The *Development* Contractor may make periodic reports to the SBE (oral and written) and meet with the CCI and advisory committees, or other groups as required by the CCI.

For the purposes of this Contract, the *Development* Contractor may be requested to send key contract staff to discuss their knowledge of specific topics. For budget purposes these should amount to a one (1) to two (2) day in-person meeting.

e. Records and Minutes
The *Development* Contractor must take accurate minutes and record lists of participants from *all* meetings including, but not limited to, item reviews, management meetings, advisory committees, formal meetings or phone calls between the *Development* Contractor and MDE. The *Development* Contractor must maintain and submit to the MDE CCI all minutes and records, which have been formatted well and proofed, electronically (i.e. email) within two (2) working days or an agreed upon date.

Assessment Administration Activities
Assessment administration occurs two (2) times each school year. It is the goal of the MDE to return results back to school systems shortly after the assessment window is closed. The annual cycle of assessing all ELLs who are eligible for LEP services is administered in the Spring (with the regular cycle starting the second week of March and ending the third week of April), and results are to be returned no later than the first week of June, while Initial Screening cycle for new students (begins mid-August and continues throughout the year) is currently scored by the Test Administrator and reported online.

Given the broad range of the ELPA assessment administration tasks the *Administration* Contractor is responsible for, they are listed here as separate tasks. The *Administration* Contractor must address all the subtasks and activities specified. This listing addresses only the Spring 2009 ELPA annual test cycle. Many of the same activities will need to be completed for the ELPA Initial Screening test cycle. All administration Contract timelines *require* that the ELPA assessment materials are shipped either directly to schools or to a district shipping address for distribution to schools. All testing materials are to be delivered to the receiving school or district ship-to addresses at least two (2) weeks prior to the start of the ELPA assessment window; pilot and priority districts are to receive their materials three (3) weeks prior to the start of the regular Spring cycle, with the return of completed test materials occurring either one (1) or two (2) weeks prior to the date for the regular cycle. Samples of printed materials are to be made available for the Spring ELPA Webcast. The *Administration* Contractor may assume that unless specified, later Spring test cycles will follow a similar calendar.

1. Participate in Contract Kick-Off Meeting
   Within two (2) weeks of the award of the Contract the key staff of the *Administration* Contractor and sub-*administration* Contractors, if used, and the *Professional Development/Communication/Accommodations* and *Development* Contractors and MDE staff will meet for at least two (2) days to review project plans, schedules, and activities. The goal is to make any needed last-minute changes to the 2008-2009 ELPA development activities, to revise schedules and planned activities accordingly, and to begin work to produce the materials needed for the 2009 ELPA assessments. The goal is to organize all parties to produce the materials needed for the 2008-09 school year and the Spring 2009 annual assessments for grades K through 12.

   The *Administration* Contractor will update the electronic project schedule (in MS Project or similar format) as needed, and will document the *Administration* Contractor issues discussed at this initial kick-off meeting.

   An action item from this meeting shall be the production of an MDE approved baseline administration schedule conforming to the requirements set forth in section 1.302 within two (2) weeks of the Contract Kick-Off meeting.

2. Finalize Assessment Administration Plans
   The *Administration* Contractor must provide a plan to develop the materials needed to administer, score, and report the Spring annual assessments for grades K-12 and the ELPA Initial Screening for the 2009-2010 school year at the appropriate date. This will include, at a minimum, a detailed electronic project schedule, along with appropriate psychometric design, to assure that the assessments will produce accurate and sound information about students and schools.

   Each year there will be two (2) two (2) day *joint* kick-off meetings – one (1) two (2) day meeting for the Spring ELPA assessment window and the other for the ELPA Initial Screening assessment window (which starts at the beginning of each school year) with the *Administration* Contractor, *Professional Development/Communication/Accommodations* Contractor, and the *Administration* Development Contractor to discuss activities that need to be completed for successful administration of the ELPA assessments. The Administration plan, which the *Administration* Contractor is responsible for producing for the annual kick-off meetings, must describe major and minor steps with administration tasks that need 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 MDE. Particular attention must be paid to steps involving other parties such as the *Professional Development/Communication/Accommodations* Contractor, *Development* Contractor, Subcontractor(s), data exchanges, and product deliveries. This is a cooperative venture requiring mutual agreement on key deliverables so that all parties can complete their tasks and Michigan educators perceive the project as a seamless, coordinated project that always meets projected timelines.

3. Proofing of ELPA Assessments by the *Administration* Contractor*, the Development* Contractor, and MDE
   The *Development* Contractor will work with MDE to select operational and field-test items for each form. The *Development* Contractor will then produce camera-ready booklets for each form per content area and population and package according to MDE specifications (See section 1.104.M). The *Development* Contractor will proof each test form, checking for spelling, grammar, usage, correct answer, correct coding to ELP Standards/benchmarks and Linguistic Difficulty Levels, correct item numbering, and so forth prior to having the *Administration* Contractor, MDE designated proofreaders, and the MDE start proofing. Proofing will include *Development* Contractor, *Administration* Contractor, MDE designated proofreaders, *and* MDE staff. Any needed changes will be made and summarized for later use by the *Development* Contractor. The MDE designated proofreaders and the MDE reviews will be summarized and sent to the *Development* Contractor to summarize and review with MDE to finalize booklets, including supplementary materials when needed, and answer keys for MDE approval.

4. *Administration* Contractor Receives Camera-ready Booklets and Supplementary Materials from the *Development* Contractor
The *Development* Contractor will work with MDE to select operational and field-test items for each form. The *Development* Contractor will then produce camera-ready booklets and supplementary materials, as needed, for each form per grade level span—or test level—and package according to MDE specifications (See relevant section).

5. Develop Answer Documents and Other Scannable Documents
The *Administration* Contractor must develop draft student answer documents, for MDE approval. Each answer document must be printed in the color specific to the assessment. Student answer documents must also provide space to collect demographic and identification data. The table below provides current information related to student answer documents.

In addition, the *Administration* Contractor will be responsible for providing needed header sheets, including a School and Grade Identification Sheet, and an Assessment Administrator Identification Sheet (optional use), and a Security Compliance form.

Scan Document	Color	Comment
Test Level I	Spring: PMS 485 (m73 y92 k1) Initial Screening: PMS 1797 (c1 m87 y89 k4)	Scannable test booklet
Test Level II	Spring: PMS 258 (c29 m53) Initial Screening: PMS 248 (c33 m80)	Scannable test booklet
Test Level III	Spring: PMS 390 (c45 y100 k15) Initial Screening: PMS 3278 (c100 y59)	This is a separate answer booklet to accommodate the ELPA test booklet
Test Level IV	Spring: PMS 285 (c70 m30) Initial Screening: PMS 640 (c100 m1 y8 k10)	This is a separate answer booklet to accommodate the ELPA test booklet
Test Level V	Spring: PMS 1385 (c3 m51 y96 k6) Initial Screening: PMS 152 (m50 y93 k5)	This is a separate answer booklet to accommodate the ELPA test booklet
School Level-Grade Span Header Sheet	Paragon 642 Red	One (1) sided
Class/Group ID Sheet	Paragon 335 Blue	One (1) sided
ELPA Security Compliance Form	PMS 142 Tan	One (1) sided

6. Collect Teacher, Student, and Manual Counts
   The *Administration* Contractor needs to ensure all interfaces are constructed to minimize manual file transfers and maximizes direct database reads with the OEAA Secure Site. The OEAA Secure Site system will collect count information from District ELPA Coordinators that will be used to determine the print quantities for the assessment materials, such as the number of ELPA Coordinator and Assessment Administrator Manuals, assessment booklets, accommodated assessment materials, number of teacher identification sheets and so forth are needed. The counts will also be used to develop the packing slips for shipping materials to districts. Also the OEAA Secure Site system will be used for ordering additional assessment materials. Each district will have its own link and password so any additional orders for materials can be linked back to the specific forms and so forth that the district was sent in the original shipment. Once data is collected via the OEAA Secure Site, the Contractor will have access to the database tables to complete processes impacted by the teacher, student and manual counts.

7. Print the ELPA Coordinator and Assessment Administrator Manual
   The *Administration* Contractor will collaboratively work with the *Professional Development/Communication* Contractor to develop an "ELPA Coordinator and Assessment Administrator Manual" by providing content details and high resolution PDFs of the documents needed to be included in the manual. This will provide one (1) primary manual that covers all the ELPA cycles and grade levels being assessed for the school year, which will include general information related to Initial Screening Cycle and identification of students who are eligible for ELP services. Currently, this information is included in the Directions for Administration (DFA), which contains secure materials. A copy of the non-secure sections of the Spring 2008 ELPA DFA is available on the ELPA Web site for training purposes.

8. Obtain the Needed Accommodated Versions of the Assessment Booklets for ELPA Test Takers who are also Students With Disabilities (SWD) or Students with a Section 504 Plan (Section 504) for Distribution to Districts

   For ELL test takers with disabilities, the *Professional Development/Communication/Accommodations* Contractor will produce enlarged print, Braille, Assessment Administrator Booklets for Braille, tactile/Braille for any supplementary materials (if needed), and a recorded version of each assessment (to be made available to districts in Audio CD format and cassette format (special request only). The *Administration* Contractor is responsible for making sure the *Development* Contractor and the *Professional Development/Communications* Contractor are aware of the deadlines for producing the camera-ready booklets and the accommodated versions of the assessments in order to "pick and pack" all of the assessment materials, including the accommodated materials. All assessment materials must be shipped to the schools or districts at the same time.

   Packaging of Accommodated Materials
   The *Administration* Contractor *must* coordinate the production and duplication schedule of all accommodated materials with the *Professional Development/Communication/Accommodations* Contractor so that they are shipped at the *same time* as the print versions of the ELPA assessments. All accommodated versions of assessments shall be packaged with a copy of the corresponding answer document. All audio or video accommodations shall also be packaged with a copy of the standard-print version of the assessment. The Braille version of the ELPA assessments must be packaged with the *Assessment Administrator Booklet for Braille* and a Braille ruler and/or protractor, as needed. Any supplementary materials needed for the ELPA assessments are to be shrink wrapped individually by ELPA test level. The enlarged print versions must be packaged with the appropriate scan document.

   The State of Michigan is committed to reducing or eliminating waste. All materials must be coded and packed as to allow for minimum distributions of one (1) unit. For example, if a school requires six (6) test booklets then they may be sent either a pack of five (5) plus one (1) single or six (6) single booklets; they shall NOT be sent two (2) packs of five (5) nor one (1) pack of 10.
   The quantities to duplicate of each shall be determined and approved in writing by MDE prior to duplication. For estimated quantities see Appendix A.

9. Final Proofing of Assessment Administration and Return of Materials Documents
   The *Administration* Contractor and the MDE will proof all assessment administration and return of materials documents related to the successful administration of ELPA, including, but not limited to, student answer documents, header sheets, labels, return of materials packets, teacher return envelops, and so forth (see Appendix A). The *Development* Contractor's responsibilities for proofing will be completed at the final handoff of ELPA assessment booklets, any supplementary materials, and answer keys to the *Administration* Contractor, including item (form construction item order) maps.

To facilitate the overlapping development, proofing, and printing windows, the *Administration* Contractor will stagger the deadlines of the production tasks according to their production capabilities, with the latest deadline for any task being that listed above. This will allow MDE and the *Administration* Contractor time to finish the proofing of one (1) production task to pass on to the printing process while production on another task is still underway.

10. Print the Needed Assessment Administration Materials
The *Administration* Contractor will print, reproduce, or duplicate the materials needed to administer the Spring ELPA annual assessments, including all manuals, assessment booklets, any supplementary materials, student answer documents, header sheets and other assessment materials according to the specifications. See Appendix A.

11. Develop Packaging Slips
The *Administration* Contractor will be developing a file of the quantities of materials that District ELPA Coordinators have determined to be sent to schools or districts that administers ELPA as described in the relevant section. In addition, the *Administration* Contractor will produce school packing slips for the school building boxes of assessment materials sent to the District ELPA Coordinator for dissemination to eac
h school.

12. School Distribution/Inventory Sheets
The *Administration* Contractor will be developing School Distribution/Inventory Sheets, which list the school materials enclosed in shipments that do not have school boxes.

13. The *Administration* Contractor Loads Pre-ID Data
The *Administration* Contractor accesses the OEAA Secure Site to load student Pre-ID information including student demographics (see relevant section for Pre-ID site requirements).

14. Use Pre-ID File(s) to Pre-print Student Answer Documents and Produce Pre-printed Labels for Student Answer Documents
The *Administration* Contractor will provide either spray-on or pre-applied labels of required student demographic data on the student answer booklets or documents for all test levels. In addition, generic pre-printed labels that can be used to apply to the student answer documents during the testing cycle if the student label information was not indicated during the Pre-ID process using the Pre-ID data as described in section 1.104.L for Pre-ID site requirements.

15. Participate in Live ELPA Webcasts
MDE staff and staff of the *Administration* Contractor will jointly provide information and/or materials related the administration of the ELPA assessment to the *Professional Development/Communication* Contractor. The *Professional Development/Communication* Contractor will take the lead in the production of the ELPA Webcasts, which will air no later than four (4) weeks prior to the start of the Spring and Fall assessment cycle (annual assessment in Spring; initial screening in Fall).

The purpose of these Webcasts will be to review (1) what is new for the assessment cycle, (2) the procedures that the ELPA Coordinators need to carry out before, during, and after assessment, including information on similar duties for School ELPA Coordinators and Assessment Administrators. (3) how materials are shipped to districts, (4) how to order extra materials, (5) how to get answers to assessment administration questions, and (6) how to return the assessment materials after assessment.

16. Package Assessment Materials
The *Administration* Contractor will package the assessment materials to be shipped to ELPA Coordinators as described above.

17. Ship Assessment Materials to District ELPA coordinators
The *Administration* Contractor will ship the assessment materials to a school or district or school as specified by the District ELPA Coordinator. Materials must arrive two (2) weeks prior to the beginning of the assessment window (three (3) weeks prior for pilot and priority districts) with samples available for demonstration prior to the scheduled ELPA Webcast.

18. Distribute Assessment Materials to Schools (February-March 2009)
The *Administration* Contractor must monitor the distribution of assessment materials to the schools by the District ELPA Coordinators as specified in section 1.104.M.

19. Conduct Mock Scoring System Check to Verify Accuracy of the Scanning, Scoring, and Reporting Systems Using a Test Deck (must take place prior to return of scannable materials)
The *Administration* Contractor must demonstrate the accuracy of the pre-ID, labeling, scanning, scoring, report formats, reporting systems and so forth using a test deck. Checklists must be developed so the MDE can independently review the results of the Mock Scoring Systems Review.

Neither the physical or information technology environment in which the test deck is run through (scanning, item scoring, and electronic storage) may differ from the environment in which live answer documents will be scanned, scored, and electronically stored.

The processes used in for the Mock Scoring Systems Check shall be conducted in the same IT environment using the same processes as will be used for live data or the Final Scoring Systems Check.

The only exceptions shall be problems identified in the Mock Scoring Systems Check and/or Final Scoring Systems Check that are rectified for processing live documents and live data.

Within 30 days after business requirements are approved by MDE, the *Administration* Contractor must propose to MDE a set of specifications for the development of two (2) test decks to undergo scanning and scoring. Each test deck shall consist of hand-bubbled answer documents and/or computer generated information satisfying each scenario in the test deck set.
MDE will add to or remove from the specifications and must give final approval for the specifications prior to the first use of the test deck specifications. After each operational administration both the *Administration* Contractor and MDE shall review the test deck specifications based upon any problems experienced in scanning and scoring or upon newly anticipated problems not captured in the original test deck specifications.

MDE shall have the right to make reasonable modifications to the specifications for each operational round of the assessment to more accurately capture both experienced and anticipated problems.

The first test deck shall be used to demonstrate the accuracy of the scanning and editing process in capturing all bubble marks on the answer documents and ancillary documents (header sheets, etc.) Two (2) sets of data files and printouts from the first test will be provided. One (1) set will show the scan data as captured during the scanning process. The second set of data files and printouts will show how the captured data is edited to resolve all possible exceptions including, but not limited to;

- Erasures;
- Multiple marks;
- Omits; and/or
- Stray marks.

Three (3) easily understandable formats must be provided to (and approved by) MDE for (1) representing each individual scenario, (2) demonstrating the successful and accurate transfer of that scenario to a hand-bubbled answer document, and (3) recording the success and accuracy of the capture of the scenario in the data file resulting from scanning and scoring.

The second test deck will be used to check the complete process from answer document bubbling through the production of all report types foldered for distribution, and including the student data file. A demonstration of the inclusion of scores for the ELPA extended writing prompt must be included.

As mentioned above, the *Administration* Contractor will need to demonstrate the reporting systems before the start of the test administration. This demonstration will include the production – on-line viewing, printing and downloading – of the reports for a test-deck of mock student responses, where the test deck has been submitted to the entire scanning, scoring, and reporting process. Appropriate MDE staff and/or contracted staff will travel to the location of the *Administration* Contractor to evaluate the test deck procedures, with all travel expenses and contracted staff rates paid by the *Administration* Contractor. MDE staff will conduct the scoring systems reviews (Mock and Final) with staff from the *Administration* Contractor independently, but with Contractor staff available to discuss any areas on which corrections are needed. This reporting system will need to be ready for production use prior to the start of the test administration.

NOTE that all test decks must be designed from specifications developed primarily by the *Administration* Contractor, but approved solely by MDE to include all potentially problematic scenarios found on answer documents which may cause problems for the scoring system.

The test deck shall undergo the Scoring Systems Review from bubbling in the answer documents through processing, scanning, scoring, rolling into a data file, and mock reporting at the individual student, school, and district level.

The file for creating mock reports will be augmented with additional scenarios to minimize the amount of answer sheet bubbling for the test deck. These additional scenarios will represent potentially problematic situations that would not arise from the act of filling out answer documents but from other issues that may cause problems for reporting (e.g. the form numbers being correctly reported with accurate raw score data, etc.).

Technical Requirements

Contractor must generate all reports on the Contractor report server so that the OEAA Secure Site can access all reports based on the report naming conventions indicated at the beginning of section 1.104.L.3.

Current response time for report retrieval on a T1 connection is less than two (2) seconds. Retrieval times longer than five (5) seconds will not be acceptable.

The *Administration* Contractor will use the final student results file (see **Develop Student Score Data Files**) to develop the reports described above. This means that as each district is completed, the Coordinator will be notified that the district's results (from the student level to the district summaries) are available on the secure Web site for downloading and printing. The OEAA Secure Site will be used from the time that the first district is posted until all districts have received their results and the results have been reported publicly. At that point, the school and district results will be transferred for hosting on State report servers.

Once the "go live" time for release of State results has been reached, the file of State, district, and school results will be made available to the media and other members of the public. The shipment of printed reports must be timed to occur immediately following the electronic release of results to the public.

The systems solution must have the capability to facilitate display, via the OEAA Secure Site, of *longitudinal data* beginning with the first cycle of testing processed by the system (defined as linking results from the previous year to the current year for individual students, and as presenting on aggregate reports the baseline year [currently 2005, but the baseline year may change if new standards are set], the current year, and the previous three (3) years).

The *Administration* Contractor's system must make use of the Unique Identification Code (UIC) as the longitudinal linking attribute in any systems solution presented. All data included in the research and scored files listed below must be included in the longitudinal component of the database.

The student score database solution must include the capacity to update data from an appeals/corrections window after the initial district "go-live" date. The appeals/corrections window is handled on a State-owned Web site, and is not the responsibility of the *Administration* Contractor. The *Administration* Contractor must be capable, however, of receiving files of corrections from MDE and updating student data.

20. Assessment Window
    Michigan schools will administer the ELPA assessments during this time period. Any school district that requires additional time will need to notify MDE in writing and receive permission from the MDE to extend the assessment period. Districts that return materials after the designated date for returning materials will be charged a late fee by the *Administration* Contractor to cover the costs of scanning and scoring late materials. The late materials fee will be agreed upon between the *Administration* Contractor and the MDE. The *Administration* Contractor will be responsible for having a system for invoicing and collecting fees from district submitting their materials late.

21. Return of Assessment Materials to Contractor
    The *Administration* Contractor will facilitate and monitor the return of assessment materials from schools to the *Administration* Contractor as specified in section 1.104.L.

22. Log-In of Assessment Materials
    The *Administration* Contractor will log in all assessment materials received from schools as specified in section 1.104.L.

23. Research Missing or Late Materials
    Once a school or district's materials have been received by the *Administration* Contractor, then the *Administration* Contractor will proactively review, return and ship materials logs to identify any missing materials then contact the school/district if any materials are determined to be missing. No later than one (1) week following the end of the assessment window the *Administration* Contractor shall also identify and contact all schools or districts that have not returned materials, producing reports for the MDE indicating which districts have missing or late materials. In addition, the *Administration* Contractor must provide secure Web based access to live data for MDE to monitor the number of districts who have returned materials and how many districts are outstanding.

24. Scanning of Answer Documents
    The *Administration* Contractor must scan answer documents. Verification that the imaging/scanning and scoring system is operational must be done no later than the start of the test administration.

    The *Administration* Contractor must develop the system to scan all answer documents, including all student identification documents (including pre-printed answer documents, and pre-printed bar-coded adhesive labels). This includes all header sheets, optional teacher/class group sheets, and Security and Compliance forms. The scanning/imaging process is performed both for record-keeping purposes and to facilitate the research and scoring of any open-ended responses.

    The *Administration* Contractor can propose to use whatever scanning solution they wish to use, mindful that specific materials delivery, return, scoring, and reporting cycles have been defined so that scanning, scoring, demographic cleanup and reporting falls within a fixed timeline. These cycles, are known to the field as the ELPA Cycles.

    The requirements for and the overview of the Spring 2008 ELPA Cycles are stated below. These must be used as guidelines for the design of a similar system by the *Administration* Contractor. These timelines are useful for correct planning of materials delivery, materials return, and processing of scanned testing documents for timely reporting of results.

    (A) Pilot Cycle
    - Materials shipped three (3) weeks before regular test administration window. For the Spring 2009 administration of the ELPA, this date is last week of February 2009.
    - Testing may begin immediately upon receipt of materials.
    - A standard six (6) week testing window is planned by the district.
    - The district ships materials back to the scoring Contractor two (2) weeks before the regularly-scheduled ship date. For the Spring 2009 administration of the ELPA, this date is end of second week of April 2009.
    - The district receives its Individual Student Reports and Parent Reports before the close of the school year (the first week of June for most districts). For the Spring 2009 administration of the ELPA, this is seven (7) weeks after the district's ship date.

    (B) Priority Cycle
    - Materials shipped three (3) weeks before regular test administration window. For the Spring 2009 administration of the ELPA, this date is last of week of February 2009.
    - Testing may begin immediately upon receipt of materials.
    - A standard six (6) week testing window is planned by the district.
    - The district ships materials back to the scoring Contractor one (1) week before the regularly-scheduled ship date. For the Spring 2009 administration of the ELPA, this date is end of third week of April 2009.
    - The district receives its Individual Student Reports and Parent Reports before the close of the school year (the first week of June for most districts). For the Spring 2009 administration of the ELPA, this is six (6) weeks after the district's ship date.

(C) Regular Cycle

- Materials shipped two (2) weeks before regular test administration window. For the Spring 2009 administration of the ELPA, this date is the first week of March, 2009.
- Testing may begin immediately upon receipt of materials.
- The standard six (6) week testing window proposed by the OEAA is followed by the district. For the Spring 2009 administration of the ELPA this window begins the third week of March and ends the third week of April.
- The district ships materials back to the scoring Contractor on or before the regularly-scheduled ship date. For the Spring 2009 administration of the ELPA, this date is the first business day in May.
- The district receives its Individual Student Reports and Parent Reports during the second week of June. For the Spring 2009 administration of the ELPA, this is six (6) weeks after the district's ship date.

The system developed by the *Administration* Contractor must be capable of indexing all image documents in a manner that allows for all of a single student's images to be accessed as a unit. The demographic data from the assessment document (barcode, lithocode) is also included in the record as an identifier of the student and index information to the stored TIFF image. MDE would prefer an image of the entire document (not image clips) and would also prefer images of the documents that are not template created.

The *Administration* Contractor must provide a method of transferring high-resolution images, with an image index, to MDE for hosting on MDE servers.

Technical Requirements

(1) Adhere to all security requirements.

(2) The quality of the scan must be at least 240 dpi with a 256-level gray-scale (eight (8) bits per pixel).

This system applies to translation of demographic and hand-scored prompt responses only, except for the combination of hand-scored responses with machine-scorable responses for purposes of creating a scaled score and determining a performance level.

The Contractor must demonstrate that their scanners are capable of distinguishing between actual student marks and stray marks or distortions caused by dust, dirt, misaligned answer sheets, and so forth. In addition, Michigan requires 100% verification of double marks, blank answers, and assessments where only an item or two (2) are responded to. The *Administration* Contractor must use computer-based routines or human-editing stations to assure that the MDE assessment data files are 100% clean and accurate.

Documents are to be scanned on equipment that is capable of Optical Mark Reading (OMR) of pencil marks and producing a hex level read output of the darkness of the mark. The 0 value of the mark must be equivalent to paper and the F value of the mark is the highest (darkest) level. This data is required as well as the student's selected intended mark (the darkest mark) in a string, the raw score for a mark in an item and a TIFF image of the form.

The *Administration* Contractor must develop the system to score answer documents and answer folders. The scoring system must incorporate translation of the pre-printed or bar code demographic information, and all multiple-choice answers. The system must be capable of translating images of item responses to designations of the answer option chosen (e.g. one (1), two (2), three (3) or A, B, C). The system must also be capable of translating answer options to a score for each item. The system must also be capable of updating records by adding scores from the open-ended items after they are hand-scored.

All items must be scored accurately, efficiently, and reliably. All exam information must be made available both to the MDE CCI and to the independent evaluator for analysis and evaluation. Efficient, timely, and accurate scoring of performance items within the statutory timeline will require extraordinary effort on the part of the *Administration* Contractor. The critical nature of MDE assessments requires that the highest standard of quality assurance be applied to all phases of scoring and analysis.

Although scoring Contractors may use a batch processing system, the MDE student data system is transaction based. Each student is an individual. Thus, weekly data files of all records scanned and the corresponding document TIFF images are required via a secure FTP site - daily work is preferred. Although TIFF images that closely mirror the originals (including background) is preferred. MDE recognizes that many Contractors use a dropout process in scanning. Therefore, scanned images that create the data (non-dropped out) with a template-produced background is acceptable. The Contractor must make a best effort to ensure that the overlaying process is not conducted in such a manner to render the image unreadable to a human during a review audit process.

The State requires that the transfer file is provided includes the hex read level (O-F) values of all bubbles read, the Contractor scanner's interpretation of the darkest mark, the raw score against the score key, the demographics (ID bar-code) and the TIFF images of the document.

At all phases of production related to test materials and scanning student answer documents, the *Administration* Contractor must create data files from the results. The Contractor must be able to share test plans and results with MDE for review and approval. MDE has the option of adding test scenarios to determine if omissions are present.

Translation of item scores to scale scores will be conducted using Item Response Theory (IRT), and at that point, the system must be capable of producing performance levels based on cut scores. The scale scores must be calculated using both machine-scored item responses and hand-scored item responses using a simultaneous IRT scaling procedure.

The scoring system must also allow for corrections to be made to data during/after an appeals/corrections window after the initial district "go-live" date. The *Administration* Contractor must be capable of receiving files of appeals from MDE then research and (if appropriate) updating student data. The *Administration* Contractor shall provide MDE a listing of all appeals with their resolutions monthly.

25. The *Administration* Contractor and the MDE will work together to design reports. All reports must, at a minimum, report the NCLB and the IDEA reporting requirements. Mock reports will be produced by the *Administration* Contractor that meet the specifications discussed and will provide design layouts for each report by an agreed upon date that ensures that the Mock Scoring Systems Review will take place prior to the Fall Assessment and Accountability Conferences (early to mid October).

    The *Administration* Contractor is required to produce the reports. The table below lists the reports, at a minimum, that need to be designed and disseminated.

ELPA Reports for Each Population and Content Area Assessed

Report	Online and Hard Copy	Online Only
Individual Student Report (ISR)	x	
Parent Report (PR)	x	
Class Roster	x	
Student Label (SL)	x	
School Overall Summary	x	
District Overall Summary	x	
Intermediate School District (ISD) Overall Summary		x
State Overall Summary		x
School Domain Summary	x	
District Domain Summary	x	
ISD Domain Summary		x
State Domain Summary		x
School Demographic Summary	x	
District Demographic Summary	x	
ISD Demographic Summary		x
State Demographic Summary		x

26. Hand-scoring of Operational and Field Test Writing Prompts
The *Administration* Contractor will conduct range-finding on the field test prompts for the embedded field test open-ended items using the pre-established rubrics that are called for as part of the test design based on curriculum standards.

27. Update of Demographics Data
The *Administration* Contractor will access the OEAA secure site to obtain data provided by local school districts to update the student results files. This must permit the reporting of the student results in an accurate manner to local school districts.

28. Conduct Final Scoring System Check to Verify Accuracy of the Scanning, Scoring, and Reporting Systems Using Live Data
The *Administration* Contractor must demonstrate the accuracy of the pre-ID, labeling, scanning, scoring, report formats, reporting systems and so forth using a test deck. Checklists must be developed so the MDE can independently review the results of the Mock Scoring Systems Review.

The *Administration* Contractor shall propose to MDE plans for a Final Scoring Systems Check that will include live data from pre-selected districts among which there is an aggregate population that includes:

(1) to the extent possible, students representative of each demographic characteristic; and
(2) at least three (3) complete districts with each grade, test level, and ELL population being assessed being reported. Due to the size of the ELL population being assessed, the *Administration* Contractor may need to use more than three (3) districts in order to check every grade and test level for all ELL populations, including summary reports.

The results of Final Scoring Systems Check will need to be approved by the CCI prior to the production and distribution of reports to schools and districts.

29. Construct Final Student, School, and District Report Files with an ELPA Guide to Reports
The *Administration* Contractor will integrate the demographic updates and the edited files of student results to produce final reports. The *Administration* Contractor will collaboratively work with the *Professional Development/Communication/Accommodations* Contractor by providing high resolution sample reports that can be used by the *Professional Development/Communication/Accommodations* Contractor when writing and producing the camera-ready *ELPA Guide to Reports: Understanding, Interpreting, and Using ELPA Results* to turn over to the *Administration* Contractor for printing and distribution.

The *Development* Contractor will prepare/update (write, format, edit and proof) the ELPA Guide to Reports – How to Understand, Interpret and Use ELPA Results and provide the camera-ready document to the *Administration* Contractor for printing and distribution. In addition, the Guide will be posted on the ELPA Web page. The Guide provides background information on ELPA and samples of the various reports along with descriptions of how users can better understand and use those reports.

Progress reports for ELPA are being designed this Spring for implementation during the Spring 2009 annual ELPA cycle. These revised reports will include "Performance Level Change" information, which are currently in the design stage, and will be provided to the prospective Contractors once they are ready to share.

30. Provide Reports to MDE
When all of the districts reports are completed, the *Administration* Contractor will provide electronic reports and notify the District ELPA Coordinator of their availability.

The *Administration* Contractor must develop a reporting system that permits the following reports to be produced electronically (PDF format) and in paper. All electronic PDF reports will be provided to MDE with a file naming convention similar to "19-ABCD-00000-00000-00000-AL-NP.pdf". The first two (2) digits are the test cycle code; the next four (4) letters are the specific report code; the next three (3) sets of five (5) numbers are the ISD, District and school codes; then grade level; and finally non-public or public designation. MDE will then load these reports into the OEAA Site, to be accessed via the OEAA Secure Site, where schools will be given the option of having the reports printed for them.

Electronic versions of reports will be provided for all schools. Currently reports will be printed as listed in task 25.

31. Reports of Results Processed and Printed
The *Administration* Contractor must process and print all student, school, and district reports.

The reporting systems will be set up so that all districts will receive results at the same time – they will not be produced on the fly. Each of the reports will be made available in electronic format (static or dynamic Adobe Acrobat PDF) and will be printed by the *Administration* Contractor for distribution to school districts and schools. The on-line and printed forms must be easy to read and attractive. The student score files listed above must be downloadable from the reporting Web site.
Electronic versions of reports will be provided for all schools. But as indicated earlier, MDE will allow the schools the option of having the reports printed for them. Along with the Pre-Identification data, MDE will provide the *Administration* Contractor a listing of which schools will require reports to be printed for them.

32. Reports Shipped to School Districts
The *Administration* Contractor must ship reports to each district's ELPA Coordinator or Superintendent, as specified on the District Identification Sheet.

The *Administration* Contractor must distribute those reports via a means that will track whether the materials have been received, and if so, by whom. This means that the U.S. Postal Service may not be used. Private trucking companies or shippers such as UPS or Federal Express (Air or Ground) may be used, so long as they can track when, where, and by whom each shipment was received.

Statewide reporting will occur when all school districts' materials are received. Statewide results will be made available electronically and in print after all district results have been prepared.

33. Provide Updated Field Test Items with Statistics to the *Development* Contractor
The *Administration* Contractor must prepare an electronic document linking field test items with the item codes provided by the *Development* Contractor and linking them to field test statistics as specified in section 1.104.B within 60 calendar days of the end of the testing window. This timeline is necessary to facilitate the development of the assessment materials for SRC and CAC reviews in order to prepare camera-ready booklets for the assessment next cycle for the grades assessed.

34. Contract and Other Summary Reports Produced
The *Administration* Contractor must prepare a series of reports and analyses immediately following the public release of the Statewide results for each assessment and testing cycle. See Contract Reports in section 1.104.R.

35. Provided a Call Center
The *Administration* Contractor is responsible for providing a call center and email address to handle phone calls and email messages regarding the ELPA assessments. In addition, the ELPA Hotline staff will assist the Contractor in other ways such as calling district ELPA Coordinators when materials are late, calling to research a prohibitive behavior (unethical practice), sending out approved reminder email messages to District ELPA Coordinators to remind them of important deadlines such as Pre-ID ending, the closing of the ELPA Online System for the submission of Teacher, Student and Manual counts and so forth.

NOTE: The ELPA Hotline will also be an e-mail center with a single e-mail address to which questions may be directed.

a) Provide ELPA Hotline Assistance
The *Administration* Contractor is to provide a toll-free number, staffed by persons knowledgeable about all ELPA assessments, from 8 am to 5 pm EDT/EST on Monday through Friday excluding federal Holidays (but including summer holidays) throughout the entire duration of the Contract. The Assessment Coordinators will use the Hotline as a place to ask questions. Routine questions that have approved answers can be provided by the Hotline staff. New or unique situations must be forwarded to a designated MDE staff member for response. The staffing of the Hotline must be consistent over time. Staffing must be adequate so that individuals are not put on hold for long periods (a five (5) minute maximum), unable to reach someone due to busy signals, or otherwise be unable to receive assistance. The hotline must have voicemail for leaving messages.

b) Provide Hotline Support
To ensure success of the ELPA assessments, it is essential that the Hotline is ready and capable to implement and support this program. This Hotline support is a single-point-of-contact solution. The *Administration* Contractor will handle all types of calls from shipment of materials (never received, need additional, etc.) to system administration (forgot password, can't download file, etc.), questions related to SRC and CAC meetings, Pre-ID and use of the OEAA Secure Site and ELPA Online System.

The types of calls that should be routed to other State of Michigan agencies will be identified during the first Kick-Off meeting.

The primary customer will be District ELPA Coordinators, but will also include others. The stronger the help system the more valuable this program will be, which will result in less frustration for school districts, Contractor staff, and MDE staff. The *Administration* Contractor is to provide a toll-free telephone number, toll-free fax number, and an e-mail address for issues to be submitted 24 hours a day through the duration of the Contract.
The call center must use two (2) levels of support. Level one (1) is the Call Center Agent. Call Center Agents assist with the calls when possible. If they are unable to provide resolution, and it is a technical call or mailing Subcontractor call, it would be escalated to level two (2). Level two (2) is MDE staff. In the case that level two (2) support is required, the *Administration* Contractor will notify MDE staff that Level two (2) support is required by e-mail and a follow-up phone call. All callers must be called back with a status update within two (2) working hours of their original service request, and every 24 hours thereafter until a solution is found.

c) Provide Call Center Reports
The following information is a list of data and information that must be provided on a monthly basis for the Call Center Detail Report:

- Date/Time (hours, minutes and a.m. or p.m.) service request received, problem and name and location of requester;
- Date/Time (hours, minutes and a.m. or p.m.) service request closed and resolution;
- Name of person providing resolution;
- Service report control number;
- Volume of calls by day and hour;
- Average time on hold by day and hour;
- Number of dropped calls by day and hour; and
- Additional information may also be required for the monthly Call Center report upon request of the MDE CCI based upon experience with the performance of the Call Center and/or unanticipated types or volumes of support calls.

36. Record Retention
The *Administration* Contractor must retain all used answer documents for at least five (5) years following the last date of the assessment window and the approval of MDE CCI. The used answer documents must be stored in a secure, climate and pest controlled facility that will not allow for the premature degradation of the documents.

All other assessment materials must be retained for a period of time following the assessment to settle any appeals and may be destroyed upon approval from MDE – typically within 12 months following the assessment window.

F. Psychometric Models and Item Analyses

1. Psychometric Models for Scaling and Equating

The Rasch model (Rasch, 1960) for dichotomous items and the Partial Credit Model (PCM) (Masters, 1982) for polytomous items are used to develop, calibrate, equate, and scale the MI-ELPA. These measurement models are regularly used to construct test forms, for scaling and equating, and to develop and maintain large item banks. All item and test analyses, including item-fit analysis, scaling, equating, diagnosis, and performance prediction were accomplished within this framework. The statistical software used to calibrate and scale the MI-ELPA was *Winsteps* Version 3.27 (Linacre & Wright, 2000). Future calibrations are expected to be performed using *WINSTEPS version* 3.64.2 (Linacre, 2007).

The equating design is a fully-pre-equated design (where possible) in which all operational items have stable item statistics from large-scale field tests as items embedded in field test positions on operational assessments. Where sufficient data for pre-equating is not available, the ELPA shall be post-equate. Student scores are obtained by creating raw-to-scale score lookup tables in advance of receiving student data by using the fixed item parameters (e.g. b-values and step-values for the Rasch Partial Credit Model). Field-test calibrations are conducted by holding constant all operational item parameters at the pre-equated values, and allowing the field test item parameters to float in the calibration.

2. Early Item Check Analyses on Live Data
After receipt of a small amount of operational Multiple Choice (MC) and Constructed Response (CR) data from scoring, defined as at least 100 students per operational item, a set of analyses shall be conducted to verify item keys and item quality. These analyses shall produce the following data for each item in an easily readable format:

- Adjusted p-values (the average score divided by the maximum possible score);
- Item standard deviation;
- Frequencies
  - Option frequencies (percents) for MC items;
  - Score frequencies (percents) for CR items;
  - Omit frequencies (percents);
  - Comment and condition code frequencies (percents); and
  - Number of respondents used for calculating the above statistics.
- Corrected item-total score correlations; the correlation between item scores and the total score, with the item of inquiry removed from the total Corrected option/score point biserials, meaning;
  - For MC items, the correlation between selection of an individual response option (or omit) and the corrected total score; and
  - For CR items, the correlation between attaining a score of X (or omit) and the corrected total score.
- Flags
  - Difficulty flag for extraordinarily difficult items for the overall population;
  - Difficulty flag for extraordinarily easy items for the overall population;
  - Flag for each incorrect option chosen more frequently than the correct option item-total correlation flag for low values indicating possible miskey or poor item quality;
  - Option-total correlation flags for high values on incorrect options indicating possible miskey or poor item quality;
  - Multiple mark flag for high percentages of multiple marks;
  - Omit flag for high percentages of omits; and
  - Form flag for significant differences in item statistics and frequencies by form.

The early analysis reports shall be produced in a timely manner and must be provided to MDE staff for review, approval, and determination of whether problematic items will be dropped from calibration or whether key changes are necessary. MDE must make the final sign-off for any key changes, items being dropped, or no changes being made before final calibration and/or scale scoring.

3. Post Assessment Item Analyses
Item Analyses to be performed by the *Administration* Contractor and Item Data to be transferred to the *Development* Contractor

Scope of Item Analysis

All items presented on operational assessments must undergo item analysis after the *Administration* of the assessment. This applies to both operational and embedded field test items. The types of analyses differ by item function (operational versus field test).

After each operational *Administration*, item analyses will be carried out that will create a single record for each item. The item analyses will include both classical item statistics, IRT statistics appropriate for the psychometric model being employed, and scale-referenced item statistics.

Item Statistics to be Calculated

Where item statistics are to be calculated by subgroup, the following are the subgroups for which statistics are to be calculated:

- All students;
- Gender
  - Male; and
  - Female.
- Ethnicity
  - American Indian/Alaskan Native;
  - Asian/Pacific Islander;
  - Black, not of Hispanic origin;
  - Hispanic;
  - White, not of Hispanic origin;
  - Multiracial; and
  - Other.
- Economically Disadvantaged
  - No; and
  - Yes.
- SWD
  - No; and
  - Yes.
- Standard Accommodations for SWD;
- Nonstandard Accommodations for SWD;
- ELL
  - No; and
  - Yes.
- Standard Accommodations for ELL;
- Nonstandard Accommodations for ELL;
- FLEP;
- LTFAY;
- Migratory Status (MS);
- Homeless;
- Interrupted Schooling;
- All students with standard accommodations;
- All students will nonstandard accommodations;
- Home language of LEP students (new field on student answer document)

- Spanish;
- Arabic;
- Chaldean;
- Albanian;
- Hmong;
- Bengali;
- Chinese;
- Japanese;
- Vietnamese;
- Serbo-Croatian; and
- Other.

Where item statistics are to be calculated by accommodation, the following are the groups for which statistics are to be calculated:

- All Nonstandard Accommodations;
- All Standard Accommodations captured in the data with sufficient numbers for analysis, possibly including, but not limited to:
  - Accommodated Audiocassette;
  - Accommodated CD;
  - Directions Read To Student;
  - Enlarged Print;
  - Aural Amplification System;
  - Braille; and
  - Other.

The classical item statistics to be calculated are the following:

- Adjusted p-values (the average score divided by the maximum possible score) by subgroup:
  - Difficulty flag for extraordinarily difficult items for the overall population; and
  - Difficulty flag for extraordinarily easy items for the overall population.
- Item standard deviation overall and by subgroup;
- Frequencies by subgroup and overall:
  - Option frequencies (numbers and percents) for MC items;
  - Score frequencies (numbers and percents) for CR items;
  - Omit frequencies (numbers and percents); and
  - Comment and condition code frequencies (numbers and percents).
- Corrected item-total correlations, or the correlation between item scores and the corrected total score (the total score minus the score on the item to be analyzed):
  - Item-total correlation flag for possible miskey or poor item quality.
- Corrected option/score point biserials, meaning:
  - For MC items, the correlation between selection of an individual response option (or omit) and the corrected total score;
  - For CR items, the correlation between attaining a score of X (or omit) and the corrected total score; and
  - Option-total correlation flags for possible miskey or poor item quality.
- Differential Item Functioning (DIF) indices by subgroup (to be provided for embedded field test items only) and by accommodation (to be provided for operational items only):
  - Focal group designation;
  - Reference group designation;
  - Favored group designation;
  - Mantel-Haenszel (MH) Chi Square;
  - MH Delta;
  - Educational Testing Service (ETS) DIF category (A, B, C);
  - Standardized Mean Difference (SMD);
  - Effect size of SMD;
  - Effect size of SMD category (AA, BB, CC); and
  - Effect size of SMD category (AA, BB, CC).

The IRT item statistics to be calculated are the following:

- Item parameter estimates, including:
  - For the Rasch model
    - b-parameter (difficulty) estimates;
    - Step-parameter estimates (for CR items);
    - Standard errors of all parameter estimates;
    - Estimated discrimination as implemented in *WINSTEPS*
    - Flags for potentially poor items;
      - Very low b estimates;
      - Very high b estimates;
      - Unexpected negative step parameter estimates; and
      - Very large step parameters estimates.
- Item fit estimates, including:
  - For the Rasch model
    - Infit;
    - Outfit;
    - Infit flag for potentially poor items; and
    - Outfit flag for potentially poor items.

Scale-referenced statistics to be calculated are the following:

- Quintile mean theta scale points (mean thetas of quartiles of the population of test takers on the overall theta scale, calculated by ordering all examinees on resulting thetas, dividing the examinee population (five (5) equal groups), and calculating the median theta for each of the five (5) groups;
- Conditional item mean by quintile and overall group; and
- Conditional item means by quintile and subgroup (for creating empirical Item Characteristic Curves by subgroup based on mean thetas for each population-defined quintile). To be provided only for embedded field test items.

G. Responsibilities for Specific Meetings

1. General Meeting Responsibilities

The *Administration* Contractor will be responsible for all reasonable travel and lodging costs of MDE staff and additional contracted staff related to *Administration* Contractor activities where MDE staff and additional contracted staff need to be present. The *Administration* Contractor will also be responsible for the contracted staff's daily rate. At no point shall the *Administration* Contractor directly make payment or reimburse to any MDE employee, unless directed to do so in writing by the MDE CCI.

2. Management Meetings

Management meetings will occur throughout the term of the Contract. They may be in many forms such as conference calls, video conferencing, and in-person (also called "on-site") meetings. Weekly there shall be a conference call (or similar) meeting by the key staff to go over technical issues and review how tasks are progressing in comparison to the approved timelines. At a minimum, at least four (4) key staff from MDE shall meet in-person with the *Administration* Contractor staff eight (8) times per year and alternating between MDE's site and the *Administration* Contractor's primary place of business. The *Development* Contractor and/or the the *Professional Development/Communications/Accommodations* Contractor will attend management meetings as needed. The individual Contractor will cover the costs of the staff attending the meetings. The frequencies of these meetings may change depending on issues at hand and MDE's approval.

Each assessment window/cycle is treated as a project. Before any work commences for a specific assessment cycle there shall be an in-person meeting (also called "kick-off meeting") at the *Administration* Contractor's site to plan and review all tasks and timelines. These meetings will include the *Development* Contractor and the *Professional Development/Communications/Accommodations* Contractor either by conference call or on-site, depending on the meeting agenda. The *Administration* Contractor is also responsible for producing kick-off meeting binders for on-site and off-site participants with a sample of the previous assessment window's materials being discussed, including a suggested MS Project schedule to use during the meeting for discussion purposes.

The *Administration* Contractor must collaborate with the *Development Contractor and the Professional Development/Communications/Accommodations* Contractor in order to include dates for tasks they are required to do related to the assessment window under discussion at the kick-off meeting. The *Administration* Contractor is responsible for all costs for two (2) MDE staff to attend the kick-off meetings. A baseline schedule shall be produced within two (2) weeks of the kick-off meeting for measuring performance against established timelines. See section 1.302.

For all management meetings the *Administration* Contractor is responsible for preparing the agenda for MDE approval, meeting room arrangements, travel and lodging, and contacting participants. At no point shall the *Administration* Contractor directly reimburse any MDE employee, unless directed to do so in writing from the MDE CCI.

MDE shall have ultimate rights to add, remove, and reorganize items on the agenda. **The first agenda items for all management meetings shall be the following: (1) At risk or overdue items, (2) Upcoming milestones and projections for meeting those milestones, and (3) Status of open action items.**

3. SRC/CAC Meetings
SRC and CAC review assessment items and their statistics to determine if they are of good quality to be used for either field test or operational assessments. All of the responsibilities listed in regards to the SRC and CAC meetings are that of MDE and the *Development* Contractor – except for the transfer of field test data to the *Development* Contractor in a mutually agreed upon format. The *Administration* Contractor needs to be aware that these meetings are an integral part of item development but their staff will not need to attend these meetings.

It is imperative that the *Administration* Contractor submit the scored field test data to MDE no later than the first work day following 40 calendar days following the last date of the test administration window.

4. Technical Advisory Committee (TAC) Meetings
The TAC is a panel of five (5) nationally-recognized assessment experts that provide advice to MDE on complex assessment related issues. The TAC meetings are conducted and coordinated by MDE. They are typically convened four (4) times per year and last up to two (2) days each. Since most of the meetings tend to address assessment *Administration* topics, by invitation, MDE may request the presence of two (2) representatives from the *Administration* Contractor's staff. Therefore, for budget purposes, the Contractor must plan on sending two (2) staff four (4) times per year. Development issues may also be raised in TAC meetings, so for budget purposes, the *Development* Contractor must plan on one (1) meeting per year to address specific development issues.

5. Range-finding Meetings
In coordination with MDE staff, the *Administration* Contractor will conduct range-finding sessions to prepare the embedded field test prompts on all Writing sections of the ELPA. The results of the range-finding meetings will be used for (1) scoring the field test items and producing data for each prompt that can be used by the *Development* Contractor when producing materials for the SRC and CAC item data reviews and (2) for hand-scoring the prompts when they become operational. The *Administration* Contractor and the *Development* Contractor will need to agree upon the schedule for hand-scoring the field test responses for the SRC and CAC. The *Administration* Contractor is responsible for all cost associated with range-finding, including the following.

Range-finding Meeting Responsibilities of the *Administration* Contractor.

a) The MDE will make the lodging and any special needs, such as interpreters for hearing impaired committee members, arrangements. The *Administration* Contractor is responsible for the meeting room arrangements and catering. The *Administration* Contractor will ensure that the MDE is aware of meeting dates sufficiently in advance so lodging arrangements can be made.

b) Communicating with MDE on the participants for each meeting (MDE will formally invite potential participants, and verify their intent to attend). The MDE will provide the *Administration* Contractor meeting participant names and contact information.

c) Pay participants' travel expenses at State rates (See Appendix T).

d) Keep records of participant attendance.

e) Provide reimbursement of district substitute teacher fees and a daily honorarium according to participant request (the daily honorarium is to be $250 for range-finding participants).

f) Pay parent committee members child care for the time of the meeting (this is only for around four (4) committee members).

g) Pay for suitable (continental) breakfast, lunch, and snacks for all participants, including MDE and *Administration* Contractor staff.

h) Provide dinner reimbursement for those staying overnight.

i) Prepare (in consultation with MDE staff) all materials needed by the committee participants to perform their tasks.

j) Provide sufficient experienced staff, in coordination with MDE, to facilitate each range-finding group.

k) Provide for appropriate security of the MDE assessment data and items.

l) Administer security agreements for participants, and monitor compliance with those agreements

m) Record the proceedings of the meetings and send records to MDE.

n) The range-finding committees for grade three (3), grades four (4) / five (5), and grades six (6) / seven (7) / eight (8) for each prompt will be comprised of MDE staff, *Administration* Contractor staff, *Development* Contractor staff, and eight (8) to 10 Michigan teachers at the grade level of the students to be assessed and have expertise in the content area of English Language Arts. The range-finding committees will meet for no longer than three (3) days.

o) The *Administration* Contractor must plan on range-finding at the end of January for grades three (3) – eight (8) and the end of June for grade 11 for the embedded field test ELPA prompts.

p) In preparation for range-finding, the *Administration* Contractor will work with MDE staff to identify a selection of schools/districts in order to ensure that papers selected for range-finding represent the full range of student achievement as well as provide exemplar reader-training papers. The *Administration* Contractor will make copies of all range-finding papers needed by the range-finding committee members including the pre-determined scoring rubrics.

q) The *Administration* Contractor will ensure that assessment items, student responses and scoring rubrics remain secure during and after the range-finding session.

r) Range-finding committee members must be trained using anchor papers from previous assessments or previous field tests (current *Administration* Contractors). In the first year covered by this Contract, this will need to be coordinated with current Contractors for the ELPA programs

s) As the final step in range-finding for the ELPA assessment the range-finding committees for each grade/assessment combination will reread all papers that have been grouped by the same score point to ensure consistency in applying the scoring guide.

Sample Range-Finding Procedure for Current ELPA Writing Sections

Timeframe for a Fall Assessment Window
Range-finding for the field-test prompts has typically taken place late January in order to have the data for the ELPA SRC and CAC data/item reviews that are held in February.

Goals of Range-finding Process
The purpose for range-finding is two-fold. One (1) goal is to identify and assign true scores to enough responses to construct prompt-specific training materials for scorers. The second goal is to insure the true scores do not deviate from the announced standards for this assessment. Responses used in training must not shift the scoring lines from one (1) year to the next, creating an unequal playing field for students. These lines must remain consistent through the life of the assessment. New members of the range-finding committees must remember that range-finding is not the place to dispute the criteria, but to select responses that will be effective in training.

Scorepoints/Samples

- Responses for range-finding come from the field test responses to the prompts selected for the operational assessment. As soon as the prompt is selected by the MDE, the Project Manager will request the field test responses and scores. The Scoring Director will select 150 responses. This representative range of papers must include all scorepoints and unusual approaches and responses that are more challenging to score as well as clear, easy to score responses. One (1) of each type of nonscoreable response must be included at the end of the range-finding set.

- Within each scorepoint include a variety of types and approaches. It is not useful to include responses that obviously have not been completed by the field test respondent. Unless it is the only example of a vital type of paper, do not select responses in very faint pencil that will not reproduce well, or papers that are so difficult to read that scorers will not be able to decipher them during training or will not use them as references during scoring. One (1) example of a truly indecipherable or incoherent response will be sufficient for training purposes, providing one (1) can be found.

Copies

- The best possible one-sided copy must be made of each selected response. These copies will become the originals for reproducing all training materials. On most copiers, the best results will be obtained by using a manual setting with the darkness adjusted towards the maximum available.

- If any sections of the papers are too faint to read on the copy and will not reproduce well, those sections must be traced on the copy. Tracing must be precise or the result will make the paper even harder to read. It must be done with an extra-fine or ultra-fine tip Sharpie or other black ink pen. Pencil will not improve legibility. The object is only to improve the legibility of the responses.

Presentation of Papers

- Papers must be presented randomly with no attempt to sort by score point. Papers then must be numbered in the lower right hand corner, RF1, RF2, etc. Two (2) page responses must be numbered RF1a, RF1b, and so on. Range-finding sets must be double-sided with each response on a single sheet of paper. A slip sheet will have to be inserted after one (1) page responses. One (1) complete set must be copied and checked for legibility and numbering. Any additional tracing must be done before more copies are made.

- The number of complete sets must include one (1) for each member of the range-finding committee, one (1) for each MDE member, one (1) for each Scoring Director and one (1) set the Scoring Directors can sort into training materials. These copies must be delivered as far in advance of the range-finding date as possible, along with a copy of the prompt, and copies of the most recent scoring guide and/or scoring guides from a similar prompt. (If the most recent guide does not have a similar prompt, i.e., a personal narrative vs. a fictional narrative, a guide that should be supplied.) During range-finding, the Scoring Director must have previous decision files on hand.

- Range-finding takes place in one (1) of the smaller scoring rooms in the scoring facility or in a hotel room if that space is not available. The MDE prefers that tables be set up in a hollow square. Two (2) of the long scoring tables on each side of the square are usually sufficient, allotting a full table to the MDE lead and to the Scoring Director who will be recording scores. Pens, pencils and small Post-it Notes must be provided at each place. Name cards are not needed unless there are new members of the committee; however, there is a general seating order we try to follow. MDE representatives generally sit to the left of the recorder, scoring personnel to the right.

Process

- The Scoring Director reviews the population being assessed, scoring rubric, previous years' materials and the prompt. The committee reads and scores the range-finding papers independently. Range-finders must make notes on their papers explaining their decisions or providing other information indicating the usefulness of the paper in training (e.g., a solid two (2), good for the guide; very high two (2), pair with # xx, a low three (3)). Each range-finder is provided with four (4) cards with a one (1), two (2), three (3), or four (4) on them.

- Committee scores are recorded on the range-finding matrix by the Scoring Director. The Scoring Director will ask the committee members to show their score card at the same time to indicate how each of them scored the paper. The Scoring Director records each persons score. After scores are recorded the committee discusses the papers. Responses that received identical scores from all committee members need not be discussed unless a committee member requests comment. Scores will be resolved in ascending order, starting with the 1s and the 1/2 splits, moving on to the 2s and 2/3 splits, then to the 3s and the 3 /4 splits. Papers that cannot be resolved or that are considered not useful for training will be marked DNU (Do Not Use). Upon completion of holistic scoring and discussion, the record will be taken for analytic scores, given to each committee member and discussion completed. Range-finding for the prompt generally takes two (2) days per grade level.

- The Scoring Director puts together recommended guide and set papers. MDE recommendations for guide and set papers must also be noted. Once all scores have been resolved, the MDE representative signs-off on the scores and is given a copy of the matrix. If edits are to be made to any responses to make them more useful in training, these will be noted by the Scoring Directors. These will be made on a new original copy, and the edited versions will be supplied to the MDE representative.

6. Standard Setting
   Standard setting is not expected to be conducted for any of the ELPA assessment during the term of this Contract.

H. Hand-scoring

The main tasks of the hand-scoring process are ensuring accurate student response scoring, tracking and monitoring intra-rater and inter-rater reliability, and timely processing for return of student results.

The *Administration* Contractor will provide a mechanism for scoring the Writing prompt responses of students. Appendix A indicates the estimated number of students to be assessed per grade level. The ELPA Writing prompt responses are scored using a one (1), two (2), or four (4) point holistic rubric. Range-finding (detailed above) is part of the process of analyzing the field test results, so such rubrics, with training and validation sets, will be available at the time of actual implementation of these items in MDE assessments. Hence, scoring of constructed-response items can proceed as soon as the answer documents have been scanned and imaged.

The *Administration* Contractor will assure that all scorers do not have proxy to any student information regarding each answer document besides the written response to the item(s).

MDE requires the use of college graduates for scoring. The scoring of the ELPA assessments may be done inside or outside of the State of Michigan, but preferably in Michigan.

The *Administration* Contractor will implement and maintain a quality assurance process for hand-scoring activities. Quality scoring is vital to the success of MDE operations. At a minimum, scorers as a group need to have at least 80% agreement and 90% adjacent agreement. The *Administration* Contractor must provide information regarding quality assurance and control methods that will be implemented. Specifically, the *Administration* Contractor must address accuracy and timeliness of data associated with but not limited to students, classrooms, districts, schools, ISDs, and the State of Michigan.

The *Administration* Contractor will perform the following:

1. Random assignment of one (1) reader to each constructed response.

2. Random assignment of a second blind reader to a 20% sample of all responses scored by any given reader.

3. A mechanism for ensuring a second reading of a difficult-to-score response upon the request of a reader.

4. Re-scoring of all responses scored by a reader identified as poor-performing, and elimination of that reader's scores from the data.

5. Ensure all hand-scoring activities are provided in an accurate manner.

6. Implement and maintain a quality assurance process for hand-scoring activities.

7. Locate and establish sites within the State of Michigan for item scoring. Note, if the *Administration* Contractor uses an electronic rating system for scoring, then physical location in Michigan is not necessary.

8. Provide the appropriate hardware and software as necessary for hand-scoring (or e-scoring) operations.

9. Score word-processed answer documents that are used as an appropriate accommodation for students.

10. Take immediate action following a scoring alert. The alert criteria and steps followed will be provided to the *Administration* Contractor upon award of the Contract.

11. Take immediate action following score inquiries and challenges. The score inquiry and challenge criteria will be provided upon award of the Contract.

12. Notify, by phone call and by letter, the Superintendent of the school district immediately when readers encounter a possible child-in-danger paper. A photocopy of the student's response will be included with the letter. The letter shall be sent using a courier with a reliable tracking system. A copy of the letter, student's response and courier's name and tracking code shall also be sent to MDE.

13. Work with MDE staff to provide a balanced set of student papers to use as released papers for public dissemination. Annotations must be written for these papers with a broader, public audience in mind.

14. Describe how scoring reliability is maintained among assessment items. Describe the procedures to monitor scorer training, production, and reliability on a daily basis. Describe hand-scoring standards. Provide the MDE with reader production and reliability statistics on a daily basis, including reader training results. The following information is to be updated and faxed daily in an easily readable format approved by MDE:

    - Inter-rater reliability (describe calculation);
    - Percent of papers requiring a third reading;
    - Daily individual reader reports for the first week and weekly reader reports starting the second week;
    - Validity reports on reader scoring;
    - Score distribution across score points; and
    - If the MDE finds questionable scorer reliability indication, the MDE has the right to have the affected papers re-scored.

15. Provide scoring data to the MDE as requested relevant to range-finding and constructed response item scoring.

16. Provide accurate results on student responses to constructed response assessment items in a timely manner. The Contractor will establish and detail methods and thresholds for identifying poor-performing readers to be used in all hand-scoring operations, and will finalize those methods and thresholds in coordination with MDE after the Contract is awarded. The *Administration* Contractor will develop and describe the procedures to monitor scorer training, production, and reliability on a daily basis. The *Administration* Contractor will describe hand-scoring standards and how they will be verified.

    The *Administration* Contractor will provide MDE with reader production and reliability statistics on a daily basis, including reader training results. The following information is to be faxed or emailed daily:
    - Inter-rater reliability (describe calculation);
    - Estimates of rater harshness (e.g. FACETS-style analysis of rater effects estimated concurrently with examinee achievement);
    - Percent of papers requiring a third reading;
    - Daily individual reader reports for the first week and weekly reader reports starting the second week;
    - Validity reports on reader scoring; and
    - Score distribution across score points.

    If MDE finds questionable scorer reliability indication, MDE has the right to have the affected papers re-scored.

    The *Administration* Contractor has responsibility to perform the following tasks:
    - Recruit retired or current teachers or school administrators as readers. This effort must be documented.

- Establish a procedure to screen scorers to ensure employment of reliable item scorers.
- Hire, pay, train, retrain, and fire scorers (i.e., item readers), as necessary.
- Ensure that all items to be double-read are read by two (2) different staff members. Identify procedures for blind second readings. Third readings are required for non-adjacent scores.
- Scoring packets must be randomized or staggered so that papers from the same school and district are not scored together.
- Establish efficient paper flow procedures.
- Use predetermined reader comments when scoring the ELPA Writing responses to provide additionally enhanced feedback to students and teachers. Similar reader comments will be developed and used with the written pieces for the ELA assessments that will be administered.

I. Student Identification on Documents

MDE will not accept a student-completed grid method for providing student information on any answer document. Most answer documents will either have the students' information preprinted on them, or a label with this information for schools to affix, prior to delivery to the schools (e.g. documents will be Pre-Identified).

Pre-Identification of Answer Documents: in designing the answer document for each assessment the *Administration* Contractor will create a pre-identification (Pre-ID) section on the first page to allow for student information and a method to ensure that if subsequent pages are separated from the first page then they can be easily re-matched (such as a document unique and scanner readable litho code affixed to each page). The information that is necessary to include in the student information section is as follows: UIC (State-issued UIC), Student's Name (last, first and middle initial), district code, school building code, school building name, date of birth, gender, ethnic code, district student number and 10-digit barcode number (printed as a Code 39 barcode and as a legible number under the barcode.) The checksum for the barcode must be based on the Mod 10 method.

The *Administration* Contractor will preprint the student barcode information on the student answer document if the Pre-ID information is provided in time to produce preprinted answer documents. For students who were not Pre-ID'ed by the designated deadline, the *Administration* Contractor will produce labels based on the student demographic information accessed from the OEAA Secure Site database. If the student was Pre-ID'ed but the specific ELPA assessment population was not designated the *Administration* Contractor will produce three (3) generic barcode labels for each student. ELPA will always use labels. For the other assessments, when the preprinted method is used then the *Administration* Contractor must plan to produce both preprinted answer documents student demographic barcode information and labels with student demographic barcode information to ship with the other assessment materials to schools and districts.

Due to the cut-off date needed for schools to submit information to Pre-Identify, it is not practical for schools to be able to include all the students that transfer or enroll between this cut-off and the assessment cycle. Therefore, the *Administration* Contractor must provide each participating district blank labels as described above and to use with the Barcode Label Web site described in section 1.104.L.10.

J. ELPA Hotline

The *Administration* Contractor is responsible for providing a call center to handle phone calls regarding the ELPA assessments. See section 1.104.E.34 for details.

K. Released Items

The *Development* Contractor and MDE will compile booklets of items that are released from each assessment. These booklets will be in the same format as the operation assessment booklets and shall be made available electronically to the public within one (1) month following the last date of the assessment cycle via an OEAA Web site.

L. Software, Database, and Web site Development and Maintenance

This section describes the information technology system development requirements for this Contract. Michigan has a separate State agency, the Michigan Department of Information Technology (DIT), that is responsible for all State-paid information technology activities, including those of ELPA. Thus, DIT staff will assist MDE staff in monitoring the IT development activities as well as IT implementation activities throughout the life of this Contract.

Contractors are advised that project progress will be closely monitored during the initial development period and the engagement will be terminated if, in the judgment of the CCI, the *Administration* Contractor is not performing adequately.

General IT Development Requirements for All System Modules

Complete requirements definition, design, development, testing, training and implementation deliverables for each system module as defined in the IT Quality Plan in Appendix C. All sign-offs required in the IT Quality Plan must be obtained for each module.

Contractor must facilitate requirement gathering sessions for all IT systems work. If facilitation of requirement gathering sessions are not conducted by the *Administration* Contractor, they must subcontract with a proven IT Vendor to perform the requirement gathering sessions at no additional cost to MDE.

Assure that all project and program quality standards are observed through planning, review and inspection as defined in the IT Quality Plan in Appendix C. State technical and project management standards are referenced in sections 2.051 and 2.053 IT Standards. Contractors 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 Web sites designed under this Contract by the *Administration* Contractor must have the general look and feel of the official State of Michigan Web sites, including adherence to the IT standards (sections 2.051 and 2.053).

All system modules must include the ability for a System Administrator to update database reference code tables.

All Web sites must include online help documentation.

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 and
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
Must follow the specification in the security section (section 1.104.N Security Requirements).

Required System Modules
The following system modules are to be developed and implemented as detailed in this section.

(1) Develop Imaging/Scanning System;
(2) Develop Scoring System; and
(3) Develop Reporting System (both paper and electronic).

One (1) important multi-module requirement is that the modules must allow for data from a single student to be tracked from the receipt of materials through processing, scanning, scoring, and reporting.

MDE existing system modules that will require interfaces with Contractor's systems
The following system modules are in place at MDE and will require the *Administration* Contractor to develop interfaces that will allow sharing of information and data as efficiently as possible (direct reading and updating of MDE database's is strongly encouraged).

4) Materials Return Status and Shipment Tracking;
5) Coordinator Data Collection;
6) Teacher, Student, and Manual Counts and Additional Material Order Collection;
7) Security *Administration* System;
8) Pre-ID hosting Web site;
9) Demographic file hosting Web site;
10) Student barcode labeling Web site; and
11) Electronic report hosting Web site.

1. Develop Imaging/Scanning System
Verification that the imaging/scanning system is operational must be done by March 1, 2009.

The *Administration* Contractor must develop the system to scan all answer documents (including answer folders and all student identification documents (including pre-printed answer folders, and bar-coded adhesive labels). This scanning/imaging process is performed both for record-keeping purposes and to facilitate the hand-scoring of constructed response items.

The *Administration* Contractor will utilize the Scantron 5000i, through Picture Perfect technology, as the scanning solution for this Contract

The system developed by the *Administration* Contractor must be capable of indexing all image documents in a manner that allows for all of a single student's images to be accessed as a unit. The demographic data from the assessment document (barcode, lithocode) is also included in the record as an identifier of the student and index information to the stored TIFF image. MDE would prefer an image of the entire document (not image clips) and would also prefer images of the documents that are not template created.

The *Administration* Contractor must provide a method of transferring high-definition images with an image index to MDE within two (2) weeks of scanning for hosting on MDE servers. The Contractor image indexing process will include FTP and/or VPN connection, as well as hard drive delivery.

Technical Requirements
- Adhere to all security requirements.
- The quality of the scan must be at least 240 dpi with a 256-level gray-scale (eight (8) bits per pixel).

2. Develop Scoring System
Verification that the scoring system is operational must be done by March 1, 2009.

This system applies to translation of demographic and selected response responses only, except for the combination of hand-scored responses with machine-scorable responses for purposes of creating a scaled score and determining a performance level. The scoring of constructed responses is addressed in sections 1.104.H.

The Contractor will need to demonstrate that their scanners are capable of distinguishing between actual student marks and stray marks or distortions caused by dust, dirt, misaligned answer sheets, and so forth. In addition, Michigan requires 100% verification of double marks, blank answers, and assessments where only an item or two (2) are responded to. The *Administration* Contractor will use computer-based routines or human-editing stations to assure that the MDE assessment data files are 100% clean and accurate.

Documents are to be scanned on equipment that is capable of OMR of pencil marks and producing a hex level read output of the darkness of the mark. The 0 value of the mark should be equivalent to paper and the F value of the mark is the highest (darkest) level. These data are required as well as the student's selected intended mark (the darkest mark) in a string, the raw score for a mark in an item and a TIFF image of the form.

The *Administration* Contractor must develop the system to score answer documents. The scoring system should incorporate translation of the pre-printed or bar code demographic information, and all multiple-choice answers. The system must be capable of translating images of item responses to designations of the answer option chosen (e.g. one (1), two (2), three (3) or A, B, C). The system must also be capable of translating answer options to a score for each item (e.g. 0 /1). The system should also be capable of updating records by adding scores from the constructed-response items after they are hand-scored.

All items must be scored accurately, efficiently, and reliably. All exam information must be made available both to the MDE CCI and to the independent evaluator for analysis and evaluation. Efficient, timely, and accurate scoring of performance items within the statutory timeline will require extraordinary effort on the part of the *Administration* Contractor. The critical nature of MDE assessments requires that the highest standard of quality assurance be applied to all phases of scoring and analysis.

Although scoring Contractors may use a batch processing system, the MDE student data system is transaction based. Each student is an individual. Thus, weekly data files of all records scanned and the corresponding document TIFF images are required via a secure FTP site - daily work is preferred. Although TIFF images that closely mirror the originals (including background) is preferred, MDE recognizes that many Contractors use a dropout process in scanning. Therefore, scanned images that create the data (non-dropped out) with a template-produced background is acceptable. The Contractor must make a best effort to ensure that the overlaying process is not conducted in such a manner to render the image unreadable to a human during a review audit process. A description of this quality process is required.

The State requires that the transfer file is provided that includes the hex read level (0-F) values of all bubbles read, the Contractor scanner's interpretation of the darkest mark, the raw score against the score key, the demographics (ID bar-code) and the TIFF images of the document.

At all phases of production related to test materials and scanning student answer documents, the *Administration* Contractor must create data files from the results. The Contractor must be able to share test plans and results with MDE for review and approval. MDE has the option of adding test scenarios to determine if omissions are present.

Translation of item scores to scale scores will be conducted using IRT, and at that point, the system must be capable of producing performance levels based on cut scores. The scale scores must be calculated using both machine-scored item responses and hand-scored item responses using a simultaneous IRT scaling procedure.

The scoring system must also allow for corrections to be made to data during/after an appeals/corrections window after the initial district "go-live" date. The appeals/corrections window is handled on a State-owned Web site, and is not the responsibility of the *Administration* Contractor. The *Administration* Contractor must be capable, however, of receiving files of corrections from MDE and updating student data.

3. Develop Reporting System (both paper and electronic)
The *Administration* Contractor must develop a reporting system that permits the following reports to be produced electronically (PDF format) and in paper. All electronic PDF reports will be provided to MDE with a file naming convention similar to "19-ABCD-00000-00000-00000-AL-NP.pdf". The first two (2) digits are the test cycle code; the next four (4) letters are the specific report code; the next three (3) sets of five (5) numbers are the ISD, District and school codes; then grade level; and finally non-public or public designation. MDE will then load these reports into the OEAA system to be accessed via the OEAA Secure Site where schools will be given the option of having the reports printed for them.

Electronic versions of reports will be provided for all schools. But MDE will allow the schools the option of having the reports printed for them during the pre-identification process. Along with the Pre-Identification data MDE will provide the *Administration* Contractor a listing of which schools will require reports to be <u>printed</u> for them.

MDE will provide design layouts for each report by July 2008. The following is a general description of each report:

a) ELPA Handbook – How to Understand, Interpret, and Use ELPA Results
The *Professional Development/Communication/Accommodations* Contractor must prepare/update (write, format, edit and proof) the ELPA Handbook – How to Understand, Interpret, and Use ELPA results. The *Administration* Contractor will be responsible for providing high resolution sample reports to the *Professional Development/Communication/Accommodations* Contractor and for the printing and dissemination of the Handbook. The *Administration* Contractor will need to coordinator dates for the production of the camera-ready Handbook so they can be shipped to districts with the printed reports. In addition to the printed Handbook it is also posted on the ELPA Web page. The Handbook provides sample of the various reports along with descriptions of how users can better understand and use those reports.

b) Student Reports
Examples of the reports that need to be produced are in Appendix K.

c) Develop Student Score Data Files
The student score database will allow for the production of files to be distributed both to MDE and to individual districts via a secure Web site. Individual districts should be able to access only their students' data. The two (2) different types of files include a row of data for each student in the following general formats:

- Student Data file format (with all information scanned from the answer documents, including barcode, demographics, item response strings [for selected response items]; item score strings [for all items]; raw scores for each sub-content area (e.g. language domains and/or ELP standards and benchmarks); and total raw scores, scale scores and performance levels for each content area. All erasure data (e.g. option darkness, option selected, option erased, and option not selected) shall be included in the student data file format;
- Student Data File – File format with student level data with scale score and code for performance level from the previous cycle linked to current cycles;
- Aggregate Data File – File showing counts and averages at the building, district, ISD, and State levels for multiple reporting subgroups;
- Longitudinal Aggregate Data File – File showing counts and averages at the building, district, ISD, and State levels for multiple reporting subgroups across test cycles; and
- Item analysis file – File showing statistics in the aggregate for all items.

Note that ***all*** data captured on student-level or aggregate reports must also be captured in the data files.
These files must be available both for individual districts and for the State as a whole. For the State level files, the files must be available for both public and non-public students (if any non-pubic students are assessed). Final file specifications will be determined jointly by MDE and the *Administration* Contractor, with MDE having final approval rights. *Updates to files must be completed on entire files, NOT with addenda to previous files*. The most current version of data files must be available on the reporting Web site described below.

Processing Reports
The reporting systems will be set up so that as all district's results are made available at the same time following the demographic update they will not be reported "on the fly" – that is, without waiting for any other district to be received. Each of the reports will be made available in electronic format (static or dynamic Adobe Acrobat PDF) and will be printed by the *Administration* Contractor for distribution to school districts. The on-line and printed forms should be easy to read and attractive. The student score files listed above must be downloadable from the reporting Web site.

Electronic versions of reports will be provided for all schools. The *Administration* Contractor will print and distribute reports via a means that will track whether the materials have been received, and if so, by whom. This means that the U.S. Postal Service may not be used. Private trucking companies or shippers such as UPS or Federal Express (Air or Ground) may be used, so long as they can track when, where, and by whom each shipment was received.

Statewide reporting will occur when all school districts' materials are received. Statewide results will be made available electronically and in print after all district results have been prepared.

As mentioned above, the *Administration* Contractor will need to demonstrate the reporting systems no later than October 1 of each year. This demonstration will include the production – on-line viewing, printing and downloading – of the reports for a test-deck of mock student responses, where the test deck has been submitted to the entire scanning, scoring, and reporting process. At least four (4) MDE staff will travel to the location of the *Administration* Contractor to evaluate the test deck procedures, with all travel expenses paid by the *Administration* Contractor as indicated in section 1.104.G. MDE and contracted staff will review the mock reports with staff from the *Administration* Contractor to determine any areas on which corrections are needed. This reporting system will need to be ready for production use by October 1 of each year.

NOTE that all test decks must be designed from specifications developed primarily by the *Administration* Contractor, but approved solely by MDE to include all potentially problematic scenarios found on answer documents which may cause problems for the scoring system.

The test deck shall undergo the entire Customer Acceptance Process from bubbling in the answer documents through processing, scanning, scoring, rolling into a data file, and mock reporting at the individual student, school, and district level. At least one (1) small district with at least two (2) schools having at least two (2) class groups in one (1) of the grades shall be included in the test deck for each subject.

The file for creating mock reports will be augmented with additional scenarios to minimize the amount of answer sheet bubbling for the test deck. These additional scenarios would represent potentially problematic situations that would not arise from the act of filling out answer documents but from other issues that may cause problems for reporting (i.e. the form numbers being correctly reported with accurate raw score data).

Technical Requirements
Contractor should generate all reports on the Contractor report server so that the OEAA Secure Site can access all reports based on the report naming conventions indicated at the beginning of section 1.104.L.3.
Current response time for report retrieval on a T1 connection is less than two (2) seconds. Retrieval times longer than five (5) seconds will not be acceptable.

The *Administration* Contractor will use the final student results file (see Develop Student Score Data Files) to develop the reports described above. This means that as each district is completed, the Coordinator will be notified that the district's results (from the student level to the district summaries) are available on the secure Web site for downloading and printing. The OEAA Secure Site will be used from the time that the first district is posted until all districts have received their results and the results have been reported publicly. At that point, the school and district results will be transferred for hosting on State report servers.

Once the "go live" time for release of State results has been reached, the file of State, district, and school results will be made available to the media and other members of the public. The shipment of printed reports should be timed to occur immediately following the electronic release of results to the public.

The systems solution should have the capability to facilitate and display, via the OEAA Secure Site, *longitudinal data* beginning with the first cycle of testing processed by the system (defined as linking results from the previous year to the current year for individual students, and as presenting on aggregate reports the baseline year [currently 2005, but the baseline year may change if new standards are set], the current year, and the previous three (3) years).

The *Administration* Bidder's system must make use of the UIC as the longitudinal linking attribute in any systems solution presented. All data included in the research and scored files listed below must be included in the longitudinal component of the database.

The student score database solution must include the capacity to update data from an appeals/corrections window after the initial district "go-live" date. The appeals/corrections window is handled on a State-owned Web site, and is not the responsibility of the *Administration* Contractor. The *Administration* Contractor must be capable, however, of receiving files of corrections from MDE and updating student data.

MDE Modules which require interface with *Administration* Bidder's Systems

4. Materials Return Status and Shipment Tracking
The *Administration* Contractor will provide a pre-paid means for each school district (and/or individual school buildings) to return their assessment materials for scoring. This will, at a minimum, include: sturdy boxes for the safe return of assessment booklets and answer documents, shipping labels to attach to each box) that indicate the Contractor's shipping address, as well as the district name and code number, and the shipper's tracking number. The *Administration* Contractor must have a system to indicate that the shipments have been entered into the shipper's system (e.g., UPS, FedEx) which is capable of being updated as materials are received (noting discrepant shipments) and logged in.

The *Administration* Contractor must use a system to log in all materials received within 24 hours of receipt, and will be prepared for scanning within 72 hours of receipt. The Contractor's system will feed on a regular basis (at least daily) material return and shipment tracking data to the OEAA Secure Site database. The status of each district will readily discernable, from the OEAA Secure Site which the *Administration* Contractor's Call Center can readily access, and that each Coordinator can consult (for their district only). This will permit MDE staff to track district shipments (thus permitting MDE and *Administration* Contractor staff to contact schools not received by the end of this period), as well as verifying that materials have been received from each school district. The database underlying this web-based application must be updated at least daily, so that staff can quickly ascertain the status of each district's shipment of answer sheets.

5. Coordinator Data Collection Web site
   The *Administration* Contractor will access a State of Michigan system (Educational Entity Master (EEM) formerly known as School Code Master) for school, district, ISD and coordinator information. This EEM will allow Coordinators and other authorized users throughout the State access to their contact information to update at anytime throughout the year.

6. Teacher, Student, and Manual Counts and Additional Material Order Collection
   The *Administration* Contractor will receive from the OEAA Secure Site database the district's estimate of the quantities of each type of all assessment materials (also known as enrollment or student counts) that are needed for each assessment cycle. The *Administration* Contractor will have access to the OEAA Secure Site system which will include school and district teacher, student and manual counts.

   The *Administration* Contractor will identify all material to be produced for each assessment cycle and provide these data to MDE in a format to be determined for loading into the OEAA Secure Site database. School and district OEAA Secure Site users will access order additional materials via OEAA Secure Site database. The *Administration* Contractor will access via a direct database read from the OEAA Secure Site database, the additional order data for production and shipping purposes during the additional order window.

7. Security Administration System
   MDE will maintain the id's and passwords for users of the OEAA Secure Site. The district and school users must have only one (1) login and password for all the system updates that will be required of them throughout the assessment cycle.

8. Pre-ID hosting Web site
   MDE will provide database views for the Contractor to use via VPN connection in order to access student demographic information in the OEAA Secure Site Database. This Web site allows entry of students for assessment purposes which allows each student to have a barcode created which uniquely identifies the students at a building for each assessment cycle.

9. Demographic file hosting Web site
   The OEAA Secure Site allows entry of student demographics for demographic update within the OEAA Secure Site database and for barcode creation purposes.

10. Student Barcode labeling Web site
    OEAA Secure Site provides a web-based capability for student barcode label printing to be performed at the local districts and schools.

11. Electronic report hosting Web site
    OEAA Secure Site provides a web-based capability for access of all electronic PDF reports from the OEAA Secure Site database.

    NOTE that any *Administration* Contractor modules that interface with the MDE report hosting Web site must NOT cause bandwidth and/or capacity failures with heavy loads on the MDE report hosting Web site.

M. Packing and Distribution of Materials

Because of the various organizational structures between the various public school districts (district), districts will have the materials shipped to the district; or they will have them shipped directly to the schools. Materials shipped directly to the schools is currently only done for Detroit Public Schools (DPS), but other large districts can be offered the same option by the *Administration* Contractor. Also, in order to have the best student information for producing pre-printed student answer documents or Pre-ID labels the *Administration* Contractor will need to plan on a second shipment with pre-printed scan documents and Pre-ID labels. The second shipment must arrive in districts in sufficient time prior to the assessment window beginning.

1. Sampling Plan
   Most ELPA assessment levels will have several forms. Each form will contains a different set of field-test items that need to be tried-out with a demographically representative sample of students. Most districts will be assigned one (1) form per level for their entire district. The larger districts will be assigned a different form per level for each school building within the district. The exception to the form assignment is that Form # 1 is used by all students that qualify under the Individuals with Disabilities Act section 504 and have an IEP that requires most of the assessment to be read to them. Therefore, all schools will have one (1) form assigned to them plus possibly some form # 1s for students with disabilities.

   The *Administration* Contractor must develop a Sampling Plan to be used to determine which form number to assign to each participating school. The Sampling Plan shall be demographically balanced and provide a sufficient number of students taking each form so that results of each field-test item are sufficient to provide psychometrically reliable and defensible information.

   Currently, 10 districts are considered large enough to assign a different form per school. They are Dearborn City School District, Detroit Public Schools, Grand Rapids Public Schools, Warren Consolidated, Kalamazoo Public Schools, Utica Community Schools, Troy School District, Pontiac City School District, Lansing Public School District, and Farmington Public School District. The districts included in this list may change from year-to-year as ELL populations shift.

   The sampling plan is required for estimating print quantities. MDE must approve the Sampling Plan before printing begins.

2. Print Quantities
   By using the approved Sampling Plan the *Administration* Contractor shall prepare and provide MDE with a listing of quantities they are proposing to create/duplicate for each assessment material before they begin creating/duplicating those materials. MDE shall review the listing and provide comments within 48 hours. The *Administration* Contractor shall not begin creating/duplicating any materials until they receive approval of the quantities in writing from MDE.

3. Develop Packaging Lists
   The *Administration* Contractor will use the updated Pre-ID file (see section 1.104.K), particularly the number of students enrolled in each school and the assessments designated for each student to build a packaging list of the materials to be sent to each school and to each district. The District ELPA Coordinator shipping information will be obtained from the OEAA Online System by the *Administration* Contractor. The OEAA Online System will also provide summary figures of the numbers of teacher, student, and manual counts in each school, at each grade, and within each district.

   The information obtained from the ELPA Online System will be used by the *Administration* Contractor to build packaging lists for materials shipment. Each school is to receive a 10% overage or at least one (1) of each assessment the district ordered.

4. Communication
   The District ELPA Coordinators will be sent the ELPA assessment materials, but they will be packaged by school. However, the *Administration* Contractor must work directly with DPS to determine their shipment needs. Currently, the ELPA assessment materials are shipped directly to their schools with some materials shipped directly to the DPS District ELPA Coordinator. The Contractor will need to provide their specific packing recommendations and why they are appropriate for ELPA.

5. Package Assessment Materials
   The materials for each building must be packaged separately to be distributed to District ELPA Coordinators at the designated shipping address, which may be different than the mailing address. Due to the fact that there are multiple forms for each population and grade level/span the *Administration* Contractor must develop a plan for ensuring there is sufficient coverage across the State for all of the forms.

6. Ship Assessment Materials
   The materials must be sent via a means that will track whether the materials have been received, and if so, by whom. This means that the U.S. Postal Service may not be used. Private trucking companies or shippers such as UPS or Federal Express (Air or Ground) may be used, so long as they can track when, where, and by whom each shipment was received.

7. Distribute Assessment Materials to Schools
The Assessment Coordinator must distribute the assessment materials to each school well before the start date of the assessment window and just after the ELPA Webcast. The exact dates of delivery may vary, however, depending on the ELPA Cycles plan that the *Administration* Contractor designs for the Spring 2009 administration of the ELPA and beyond. See section 1.104.E, Assessment Activities item #24, for a full explanation of these ELPA Cycles. The *Administration* Contractor must plan on an absolute minimum of two (2) weeks lead time between delivery of materials to any district and the beginning of that district's ELPA testing window.

Before doing so, the *Administration* Contractor will ask each District ELPA Coordinator to inventory the materials sent, making sure that there are adequate numbers of assessment booklets, answer sheets, Coordinator and Assessment Administrator Manuals, and other assessment materials, so that any shortages can be filled by the *Administration* Contractor prior to the start of assessment in the district. Assessment Coordinators will be asked to use the Online System to order additional materials. However, if the materials received do not match the packing slips the District ELPA Coordinator will need to directly contact the ELPA Hotline so the discrepancy can be resolved prior to the assessment window starting.

District ELPA Coordinators will also call or email the ELPA Hotline if they have any questions about the assessment administration process. These calls must be answered by the ELPA Hotline staff, or if they cannot answer the questions, referred to MDE staff for a timely response.

8. Return of Assessment Materials from Schools to the *Administration* Contractor
The *Administration* Contractor must provide a pre-paid means for each district to return their assessment materials for scoring. This will, at a minimum, include: sturdy boxes for the safe return of assessment booklets, answer documents, accommodated assessments (audio, Braille, enlarged print, scripts, etc.) and shipping labels to attach to each box that indicate the *Administration* Contractor's shipping address, as well as the district name and code number, and the shipper's tracking number. The *Administration* Contractor must also provide a means for the district to indicate to the *Administration* Contractor the quantities of each type of assessment materials that are being shipped. The *Administration* Contractor must have a system to indicate that the shipments have been entered into the shipper's system (e.g., UPS) which is capable of being updated as materials are received (noting discrepant shipments) and which is also viewable by district coordinators.

Note also that the district ship dates will vary based on the ELPA Cycle chosen by individual districts. This must be figured in to the *Administration* Contractor's internal plan for scheduling its document intake amounts. Based on this, the *Administration* Contractor may need to plan on some shipments from districts to be expedited faster than typical ground shipping.

See section 1.104.L, part 10 for technical specifications of the Materials Return Status Web site.

9. Processing Assessment Materials Returned by Schools
The *Administration* Contractor must have a system in place so that all materials received will be logged in within 24 hours of receipt, and will be prepared for scanning within 72 hours of receipt. The status of each district must be readily discernable, ideally from a web-based application that the MDE (and the *Administration* Contractor's Call Center) can readily access, and that each Assessment Coordinator can consult (for their district only). This will permit MDE and the *Administration* Contractor staff to track district shipments. The *Administration* Contractor staff shall contact schools whose materials are not received in part or full by the end of this period, as well as verifying that materials have been received from each school district. The database underlying this web-based application must be updated at least daily, so that staff can quickly ascertain the status of each district's shipment of materials.

A discrepancy report of the number documents that have been sent versus the number received back from each districts shall be provided to MDE weekly during the assessment window and then daily starting the first business day after the assessment window. The listing must be sorted by percentage of materials not returned then alphabetically by district name. Starting no later than the first business day after the assessment window the *Administration* Contractor shall include a comment, in the discrepancy report next to each district where the number of materials received do not match the number sent, that explains the status of that discrepancy. Once all materials have been received back then the *Administration* Contractor shall provide notification to MDE to that affect in writing along with a final discrepancy report. The final discrepancy report shall be provided to MDE no later than two (2) business days following the determination that all materials have been received.

10. Scanning Student Answer Documents and Identifying Materials
All student responses on answer documents (machine-scorable assessment booklets or the machine-scannable answer sheets) will be imaged for record-keeping purposes, as well as to facilitate the hand-scoring of student responses to constructed-response items. Therefore, all student identification documents must also be imaged as specified in section 1.104.L.

11. Image Storage and Retrieval
Because MDE desires to eliminate the need for paper storage, the *Administration* Contractor must provide storage of images of all answer folders (and scannable test booklets), as described in section 1.104.L.

N. Security Requirement

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 critical MDE 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. It is required that the *Administration* Contractor obtain a third-party certification annually regarding the level of security practiced by the Contractor and based on the Control Objectives for Information and related Technology (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; and
- 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 Contractor to State, State to Contractor, and Contractor to Contractor 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.

Security procedures must be employed for:
- Transfer of items to and from the *Development* Contractor;
- Item review;
- Item field tests;
- Assessment review and public access;
- Assessment *Administration*, including the delivery and collection of materials to, at, and from school sites;
- Document processing, handling, storage, and recovery; and
- 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; and
- Submit to background checks.

Electronic Document Management Site
This site shall be used to securely transfer and maintain electronic documents and files related to the ELPA assessments. Security to access this site must only allow access to key *Administration* Contractor and MDE staff. The MDE CCI reserves the right to have any individual and their user identification code removed. Periodic or upon request basis, the MDE CCI shall be provided a complete listing of all user identification codes along with their user names that have access to this site – with a minimum of once before any files or documents are posted plus once per year thereafter. No more than one (1) individual shall be assigned to each user identification code. Each user identification code shall be passcode restricted.

Refusal or reluctance to provide a complete listing of the user identification codes along with their user names shall be considered a breach of security.

Acceptable Use Policy and Security Agreement
All Contractor personnel will be expected to comply with the State's acceptable use policies for State IT equipment and resources. 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 provide a listing, and authorize the investigation, of all its personnel proposed to have access to State facilities, systems, or student sensitive data. 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.

Security Documentation
1. The Contractor's security processes and controls must meet Control Objectives for Information Technology (COBIT) framework standards.

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. The Contractor must provide capability to authenticate to a common Lightweight Directory Access Protocol (LDAP) solution. The solution must interface with State's technical environment defined in section 1.103.

3. The Contractor must have 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 an 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 MDE as part of the monthly progress reports and summarized in the Technical Report, section II-D 2.0.

4. The Contractor must have 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 MDE CCI within five (5) working days of a security breach being uncovered.

O. Quality Control
The *Administration* Contractor must ensure that all assessment materials are accurately, efficiently, and reliably developed, produced, and scored. The *Administration* 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. At the request of the CCI, the *Administration* Contractor must demonstrate and provide evidence that the quality control procedures are being followed.

1. Description of the Initial Process
   Interface with the MDE staff in identifying the appropriate students to be tested. As an effort to increase accuracy, data is collected four (4) – six (6) weeks prior to assessment for barcode printing on answer folders using a xerographic printing process.

2. Quality Scoring
   Quality scoring is vital to the success of the ELPA operations. The *Administration* Contractor must ensure that the following Quality Control Procedures are in place and completed:

   Quality Control Procedures for Development and Production of Nonscannable Test Materials
   - content and layout must be reviewed during the development phase;
   - thorough proofreading must be conducted prior to printing; and
   - proper collation and assembly of final products must occur.

   Quality Control Procedures for Materials Handling
   - accuracy of shipping control and security forms algorithms, content, and layout must be verified;
   - developed procedures for materials collation, assembly, and packaging/distribution/collection must be followed;
   - carrier performance must be spot checked;
   - date stamping and package counts control must be instituted;
   - correct separation by required unit breakdown;
   - receipt log entries must be accurate (e.g., date, counts, condition of documents);
   - counts and header sheet must be verified; and
   - batch log entries must be completed in preparation for processing.

   Quality Control Procedures for Receipt and Check-In
   - random quality control checks must be completed at each processing phase;
   - final audit checks must be completed after processing is complete, including a 100% review of all associated documentation for each phase of processing.

   Quality Control Procedures for Scoring and Reporting
   - assessment scanning system must be checked before any documents are scanned to verity the accuracy of the scanned score data;
   - comparison of the scanned data to valid district codes, school codes, and student information, including pre-code data must be completed;
   - total number of answer documents captured during scanning matches the quantity identified at check-in must be verified;
   - answer documents not containing student demographic data and/or multiple-choice responses must be identified in a validation report and pulled and inspected to confirm that the answer document is blank.

3. Building in Quality Control Checks
   At all phases of production related to assessment materials and scanning student answer documents, data files must be created [XML or flat text file format (see Web site http://www.michigan.gov/documents/131038_36330_7.pdf for the State's recommended XML specifications)] from the results. The *Administration* Contractor must share assessment plans and results with the State for review and approval. The State has the option of adding assessment scenarios to determine if omissions are present.

4. Verifying
   Data processing and programs are monitored to ensure accuracy. The Contractor must ensure that during the handling of assessment answer documents that all assessment results are correctly attributed to the students, schools, districts, counties, and/or subgroups for which aggregate assessment results are obtained. Special attention must be given to procedures for the handling of multiple answer documents for a single student.

5. Independent Psychometric Quality Assurance Review
An independent Subcontractor shall be engaged to review and assure that all psychometric procedures have been carried out accurately. The Subcontractor shall be paid by the *Administration* Contractor, but shall be independent in all analyses and recommendations. The psychometric quality assurance services provider(s) shall set its own prices independently with the *Administration* Contractor being allowed a modest set percentage markup to that amount. No other costs shall depend upon or influence the quality assurance subcontracting. The *Administration* Contractor must provide all the same data to the independent quality assurance Subcontractor at the same time as to its own psychometrics unit; must provide all necessary software, settings, and documentation to the Subcontractor; and must provide the results of its own psychometric analyses for verification by the quality assurance Subcontractor. No psychometric procedures, software, software settings, or documentation shall be considered out of bounds for use by the psychometric quality assurance Contractor, but security and confidentiality agreements may be required to protect intellectual property.

The *Administration* Contractor shall be prohibited from pressuring quality assurance Subcontractors to produce evaluations to the advantage of the Contractor.

The quality assurance Subcontractor shall write an independent chapter of the technical report reporting on the performance of the *Administration* Contractor and recommendations for improvement upon psychometric processes.

6. Technical Reports on Operational *Administration*s and Field Testing
The *Administration* Contractor must produce a Contract Report annually for ELPA. Further details on the outline and content of the Contract report are in section 1.104.R.

P. RESERVED

Q. Independent Evaluation
Evaluation of the ELPA is supported by a TAC that will independently monitor all assessment development and implementation processes, including information gathered in field assessment and review of item development. The TAC may also make recommendations for revisions in design, administration, scoring, processing, or use in the examination. Part of the work of this committee is to, in conjunction with MDE staff and the representatives from the selected Contractor, create an annual school survey regarding various aspects of the assessment administration process.

The *Administration* Contractor has the responsibility, as a part of the Contract, to answer questions and provide documentation requested by the TAC, and to attend TAC meetings when the agenda addresses topics that require their attendance. See sections 1.104.G for the Contractor responsibilities for TAC meetings.

There shall also be an independent psychometric quality assurance Contractor engaged as described in part 5) of section 1.104.O-Quality Control.

R. Contract Reports
The Contract Report encompasses an entire Contract, with updates to the technical report for each cycle. The format of the reports will be collaboratively developed by the Contractor and the MDE with final sign off by the CCI. Copies of the current ELPA Technical Reports can be downloaded from the ELPA Web page at www.mi.gov/ELPA. A Contract report outline is provided in Appendix W.

S. On-Site Assistants
On-site assistants are individuals selected and instructed by MDE to assist staff in addressing and completing ELPA related activities. These assistants may either be subcontracted or employed by the *Administration* Contractor. But these resources may not be used in the calculation of the resources needed to meet the deliverables and timelines required by the other sections of this Contract. Any and all assistants will be intermittently assigned a significant amount of work to be completed in a short period of time. At the sole discretion of the MDE CCI, each assistant may or may not be used during the timeframe of this Contract. Written approval from the MDE CCI to the *Administration* Contractor must be given for each assistant prior to beginning work on any assignment.

T. Communications with MDE

All requests by key MDE staff for information must be fulfilled by the Contractor in a timely manner. Requests for information about the internal operational details, schedule status, risks, issues, and details of IT processes shall be fulfilled as soon as possible by the Contractor. Such information must provide MDE sufficient detail to fully understand the operations and issues.

Any information regarding proprietary processes or procedures shall be only used by MDE staff for understanding and resolving issues and risks.

U. Contractor Staffing Requirement

At no time shall the *Administration* Contractor indicate that tasks cannot be performed because sufficient staffing and resources are not available. It shall be assumed that the Contractor has or will obtain sufficient staffing and resources to perform all of the tasks within the established timelines of this Contract.

In the event that there are insufficient staffing and/or resources, the *Administration* Contractor shall obtain external or additional internal staffing and/or resources to perform the tasks as described in this Contract.

V. MDE Access to ELPA Contractor's Primary Project Manager(s)

MDE shall have direct access to the Contractor's and its Subcontractors' primary Project Manager(s) assigned to the various MDE assessments. Direct access shall be available from 8:00 AM until 5:00 PM EST/EDT, Monday through Friday, throughout the duration of the Contract. Additional hours of direct access shall be available, as appropriate, to current tasks (e.g. printing may occur over the weekend and at nights, Web sites may go down outside office hours). Contractor's primary Project Managers shall be obligated to recognize MDE callers by caller ID and answer the phone immediately, or to assure that all calls are returned by an appropriate party who can address the issue within one (1) hour.

When the Contractors' (or its Subcontractors') primary Project Manager(s) are sporadically unavailable (e.g. vacation, illness, travel), MDE shall have the same access to a designated proxy who is generally up to speed on current issues and who shall respond as described above.

1.2 Roles and Responsibilities

1.201 Contractor Staff, Roles, and Responsibilities

The Contractor staff, assigned to the MDE account, must be those that best meet MDE's needs. 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. If the Contractor needs to request adding additional Personnel to the Contract they must submit completed Key Personnel Resume Forms (Appendix F) for MDE review and approval.

Cheeney Media Concepts Key Personnel

Janice Cheeney – Production Manager

Responsibilities:

- Project management, scheduling production events, producing, directing, audio engineering, audio editing, directing voice talent, video editing, quality control, and proofing.

Holly Giesman – Production Manager

Responsibilities:

- Producing, directing, audio engineering, audio editing, voice talent, video editing, quality control, and proofing.

A.E. Cheeney – Chief Executive Officer

Responsibilities:

- Project oversight, contract compliance, resource assignments, production oversight, video production direction, video editing direction, Webcast direction, online learning project oversight and quality assurance for all aspects of the ELPA materials.

Headley Pratt Consulting Key Personnel (subcontractor to Cheeney)

Linda Headley – Production Manager and Writer/Editor

Responsibilities:

- Work with MDE and other PDCA Team members to write and/or edit all scripts and materials.

Deb Rakas Productions Key Personnel (subcontractor to Cheeney)

Deborah Rakas – Production Manager (print accommodated versions, manuals, handbooks, Webcast materials and other online assessment materials)

Responsibilities:

- Work cooperatively and effectively with the MDE and PDCA team members to provide expertise and graphic design skills in the review of assessment items and production of assessment materials including the Webcast, manuals, handbooks, and print accommodated versions.
- Upon completion of each project, provide final files for both print and posting to the Web.

1.202 State Staff, Roles, and Responsibilities

All roles described here may be filled by different persons than those listed here, but all roles will be filled. The following are the anticipated primary contacts:

MDE Contract Project Coordinator
Phil Chase
Departmental Specialist, Assessment of English Language Learners, OEAA
Michigan Department of Education

Financial Officer
Al Gat
Financial Manager, OEAA
Michigan Department of Education

Information Systems Project Specialist
David Judd
Department Project Specialist, OEAA
Michigan Department of Education

Information Technology Project Manager
Scott Thompson
Client Service Director for OEAA/CEPI
Department of Information Technology

Schedule Monitor
Bob Nelson
Communications/Schedule Coordinator
Michigan Department of Education

Contract Compliance Inspector
Joseph Martineau, Interim Director
Office of Educational Assessment & Accountability
Department of Education

1.203 Reserved

1.3 Project Plan

1.301 Project Plan Management
This Contract covers work related to three (3) academic years. The timelines for the first academic year (2008-2009) are illustrated in sections 1.104.C-E. The following two (2) academic years (and any extensions) should follow a similar timeline. The Contractor shall prepare, and MDE shall approve, the project format and all baseline timelines. Any adjustments to major deliverable deadlines (i.e. students taking assessments or reporting results) can only be approved by the CCI.

- The Contractor will carry out this project under the direction and control of the MDE.

- Within five (5) working days of the award of the Contract, the Contractor will submit, to the State Project Manager(s), a work plan for final approval.
  - This work plan must be in agreement with Article 1, Section 1.104 Work and Deliverables, and must include the following:
    - The Contractor's project organizational structure.
    - The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
    - The project breakdown (work plan) showing sub-projects, activities and tasks, and resources required and allocated to each.
    - The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the work plan.
- The Contractor will manage the project in accordance with the PMBOK® (Project Management Body of Knowledge from the Project Management Institute) and the State's Project Management Methodology (PMM). Methodology is available at www.michigan.gov/projectmanagement.
  - Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:
    - Staffing tables with names of personnel assigned to Contract tasks.
    - Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all Services to be performed within the next 60 calendar days, updated semi-monthly).
    - Updates must include actual time spent on each task and a revised estimate to complete.
    - Graphs showing critical events, dependencies and decision points during the course of the Contract.
- Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

The *Administration* Contractor will maintain the master project plan and timeline on a continuous basis. Any changes to the timeline shall be communicated to the CCI and designated MDE staff in writing explaining the reason for the change and the impact on the overall schedule.

1.302 Reports / Project Plan Schedules
The Contractor will provide reports to the CCI and all appropriate parties illustrating the plan and timeline for the respective assessment cycle at the beginning of each kick-off meeting and then follow up with a revised plan and timeline with any changes noted within five (5) business days after the conclusion of the respective kick-off meeting. The resulting schedule from the kick-off meeting shall be referred to as the baseline schedule. If anything should arise after that point the Contractor shall refer to section 1.401.

The project schedule must be updated weekly at a minimum, and must be updated immediately upon impacts to MDE-designated milestones. The Contractor shall have, at all times, sufficient resources assigned to scheduling to maintain this update frequency. All schedules shall retain the baseline schedule along with the actual dates of completion of all tasks. The schedules should be developed to facilitate the Contractor's work, but must also respond to MDE needs for monitoring the Contractor performance and for monitoring MDE staff performance. A format of a milestone schedule that must be presented at each management meeting must be approved by MDE.

Additional tasks and formatting may be added by the Contractor to suit internal needs. MDE will not closely follow the status of internal tasks, but will expect that if delays and/or changes to any internal tasks affect MDE-designated milestones, those effects will be *immediately* reflected in the schedule.

The ELPA Project Coordinator reserves the right to request periodic updates on progress of timelines and deliverables to monitor Contractor and MDE performance. Upon these requests, the Contractor will present deadlines for receiving updates of five (5) business days, two (2) business days, close of business (COB), and urgent (within two (2) hours). If the Contractor is performing adequately, COB and urgent updates will be rare.

The Contractor must comply with requests for updates and deadlines associated with those requests.

1.4 Project Management

1.401 Issue Management

Issues are those things that endanger the project by affecting the schedule, scope, quality, or budget. It includes imminent threats and events that may have already occurred. Action items are tasks assigned to persons at meetings, with deadlines for completion.

Once an issue or action item has been identified by the Contractor, the Contractor shall follow these steps:

(1) Immediately communicate the issue in writing to the CCI, MDE Director, the respective MDE Manager and other appropriate State staff;
(2) The Contractor will log it into an issue/action item tracking system;
(3) Identify what needs to be done and the resources needed to correct the issue;
(4) Receive approval from the CCI for appropriate action;
(5) Keep CCI and appropriate State staff informed on the status of the issue based on frequency established by the CCI; and
(6) At least weekly, 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 (6) months to the CCI.

All issues are to be tracked in an issue tracking system accessible to MDE that clearly designates the date the issue was discovered, the date it was communicated to MDE, the status of the issue, a description of the issue, and (when the issue is resolved) the method and date of resolution. The design and functionality of the issue tracker must be approved by MDE. When a new significant issue (one (1) that will impact timelines for deliverables) arises, the issue must be reported immediately to MDE. Significant internal meetings and discussion concerning the issues are to be postponed until after MDE officials have been notified of the issues. An immediate update of the issue tracking system, to include all significant issues, is also required.

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 within this Contract are large-scale and critical, 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:

(1) Reviewing the project plan and timelines to ensure resources are, or will be, available;
(2) Identifying deadlines for items and assessment material designs to allow sufficient time to produce;
(3) Qualitative review and approval of assessment materials by MDE staff designated by the CCI; at a minimum of the beginning, middle and end of production;
(4) Approval for actual quantities to produce shall be given in writing by the CCI, or MDE designee;
(5) Accurate tracking of the delivery, retrieval, logging, scanning, and storage of all assessment materials;
(6) Preventative maintenance and accurate calibration of scanning equipment; and
(7) Identify data management and backup procedures.

1.403 Change Management

Any changes to timelines or project deliverables shall be proposed to the CCI for approval prior to the change taking effect.

Alterations to the Statement of Work
If either of the parties wishes to alter the Specifications or the SOW the following procedure will apply:

(1) The person who requests the change (the Originator) will forward to the MDE Project Manager, a Change Control Request Form that will include a priority/classification on the request. This form must be completed as much as possible for someone unfamiliar with the either the change or contract to fairly understand what will happen with the change. It may be necessary, at times, if a lot of detail is required to include a SOW.
(2) The MDE Project Manager will assign a number to and log each Change Control Request.
(3) The MDE Project Manager will consult with the DIT Project Manager, if the request is IT related.
(4) The MDE Project Manager will send the Change Control Request (and SOW if included) to the Contractor.
(5) The Contractor will determine a cost and estimated time to complete and send this info back to the Project Manager.
(6) The MDE Project Manager will negotiate the final price with the Contractor and determine if the change will be made.
(7) If so, the MDE Project Manager and Contractor will sign the Change Control Request.
(8) If not, the change will not be implemented.
(9) The MDE Project Manager will send the signed Change Control Request (and SOW, if it was included), along with the Contractor quote to the CCI. The CCI will track the costs of all changes.
(10) The CCI will send the Contractor, the DIT Project Manager, and the MDE Project Manager, the approved Change Control Request (and SOW, if it was included).
(11) Upon approval of the Change Control Request, work can begin at the scheduled time.

Changes to the Contract
If a proposed Contract change is approved by the CCI, the CCI will submit a request for change to the Department of Management and Budget (DMB), Purchasing Operations Buyer, who will make recommendations to the Director of Purchasing Operations regarding ultimate approval/disapproval of change request. If the DMB Purchasing Operations Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Purchasing Operations Buyer will issue an addendum to this Contract, via a Contract Change Notice. **Contractors who provide products or services prior to the issuance of a Contract Change Notice by DMB Purchasing Operations, risk non-payment for the out-of-scope/pricing products and/or services.**

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 in this Contract:

(1) Materials produced match the design provided and approved in writing by the CCI;
(2) The quantity of materials produced equals what was approved in writing by the CCI;
(3) The quality of the materials meets the specifications of this Contract;
(4) Standard setting meetings conducted as specified within this Contract;
(5) All materials produced have been accurately tracked and current location is on record;
(6) Any materials considered lost, misplaced, or in a condition of not readable are not acceptable;
(7) All reports and data files meet the specification of this Contract;
(8) All designated reports and data files are delivered to the State with acceptance in writing from the CCI;
(9) All answer documents are stored in a secure and environmentally controlled location during the length of this Contract; and
(10) All materials to be destroyed are done so in confidential manner.

1.502 Final Acceptance
Each assessment cycle is viewed as a project and is considered complete after:

(1) The CCI has approved the final reports;
(2) The final reports have been delivered to the appropriate location; and
(3) All final data files related to the cycle have been transferred to the State and approved by the CCI.

1.6 Compensation and Payment

1.601 Compensation and Payment
The Contract will be a firm, fixed price Contract. Prices quoted are firm for the entire length of this Contract.

Notwithstanding any adjustments due to Article 2 – Section 2.073, compensation will be through an invoicing process for actual items and quantities approved in writing by the MDE CCI and actually provided/produced by the Contractor that meets the specification of this Contract and using the appropriate rates provided by the Contractor in APPENDIX V: Pricing List. With each invoice, the Contractor shall provide a report that lists, at minimum for each line item being billed, the quantities ordered, the quantities actually provided/produced, and the actual quantities used.

All rates shall be stand-alone. If any line in the pricing list is reduced or increased in part, or in its entirety, it shall not affect that or any other price/rate.

Quantities listed in the Pricing List are estimates for budget purposes. They are not to be construed as an order. The Contractor must have written approval of quantities and/or tasks from the MDE CCI (or designee) before beginning work on any line item.

With the exception of severe market changes, outside the control of the Contractor after the date the bids are submitted, any short-sightedness of the Contractor to provide sufficient resources for the deliverables of this Contract and within the established timelines shall not be an acceptable reason for changing any price/rate.

1.7 Additional Terms and Conditions Specific to this SOW

1.701 Additional Terms and Conditions Specific to this Contract – RESERVED

Article 2 – General Terms and Conditions

2.010 Contract Structure and Administration

2.011 Definitions

Capitalized terms used in this Contract (including its Exhibits) shall have the meanings given below, unless the context requires otherwise:

(a) "Days" means calendar days unless otherwise specified.
(b) "24x7x365" means 24 hours a day, seven (7) days a week, and 365 days a year (including the 366th day in a leap year).
(c) "Additional Service" means any Services/Deliverables within the scope of this Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration. "Additional Service" does not include New Work.
(d) Reserved.
(e) "Audit Period" has the meaning given in **Section 2.111**.
(f) "Business Day," whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
(g) "Incident" means any interruption in Services.
(h) "Business Critical" means any function identified in any Statement of Work as Business Critical.
(i) "Deliverable" means physical goods and/or commodities as required or identified by a Statement of Work
(j) "Key Personnel" means any Personnel designated in **Section 1.201** as Key Personnel.
(k) "New Work" means any Services/Deliverables outside the scope of this Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration. "New Work" does not include Additional Service.
(l) "Services" means any function performed for the benefit of the State.
(m) "State Location" means any physical location where the State performs work. State Location may include State-owned, leased, or rented space.
(n) "Subcontractor" means a company Contractor delegates performance of a portion of the Services to, but does not include independent Contractors engaged by Contractor solely in a staff augmentation role.
(o) "Work in Process" means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

2.012 Attachments and Exhibits

All Attachments and/or Exhibits attached to any and all Statement(s) of Work, attached to, or referencing this Contract, are incorporated in their entirety into, and form part of, this Contract.

2.013 Statements of Work

(a) The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract, or an amendment to this Contract (**see Section 2.106**). Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.
(b) Unless otherwise agreed by the parties, each Statement of Work (as defined in Article 1) will include, or incorporate by reference to the appropriate Contract Article 1 Attachment containing, the following information:

- a description of the Services to be performed by Contractor under the Statement of Work;
- a project schedule (including the commencement and completion dates for all tasks, subtasks (for all projects of sufficient duration and complexity to warrant sub task breakdown), and Deliverables;
- a list of the Deliverables to be provided, if any, including any particular specifications and acceptance criteria for such Deliverables, and the dates on which the Deliverables are scheduled to be completed and delivered to the State;
- all Deliverable price schedules and other charges associated with the Statement of Work, the overall fixed price for such Statement of Work and any other appropriate pricing and payment terms;
- a specification of Contractor's and the State's respective performance responsibilities with respect to the performance or completion of all tasks, subtasks and Deliverables;

- a listing of any Key Personnel of Contractor and/or its Subcontractors for that Statement of Work and any future Statements of Work;
- any other information or provisions the parties agree to include.

(c) Reserved.

(d) The initial Statements of Work, as of the Effective Date, are attached to this Contract.

2.014 Issuing Office

This Contract is issued by the DMB, Purchasing Operations ("Purchasing Operations") and the MDE (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to this Contract. **Purchasing Operations is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contract Administrator within Purchasing Operations for this Contract is:

Lance Kingsbury
Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
kingsburyl@michigan.gov
517.241.3768

2.015 Contract Compliance Inspector

Upon receipt at Purchasing Operations of this properly executed Contract, it is anticipated that the Director of DMB Purchasing Operations, in consultation with the MDE, will direct that the person named below, or any other person so designated, be authorized to monitor and coordinate the activities for this Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of such Contract as that authority is retained by Purchasing Operations**. The Contract Compliance Inspector for this Contract is:

Joseph Martineau
Office of Educational Assessment & Accountability
Department of Education
PO Box 30008
Lansing, MI 48909
martineauj@michigan.gov
517-241-4710

2.016 Project Manager

The following individual will oversee the project:

Phil Chase
Office of Educational Assessment & Accountability
Department of Education
PO Box 30008
Lansing, MI 48909

2.020 Contract Objectives/Scope/Background

2.021 Reserved

2.022 Reserved

2.023 Reserved

2.024 Reserved

2.025 Reserved

2.030 Legal Effect and Term

2.031 Legal Effect
Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against this Contract has been issued.

2.032 Contract Term
This Contract is from February 1, 2009, through May 15, 2011. All outstanding Purchase Orders shall also expire upon the termination (cancellation for any of the reasons listed in 2.210) of this Contract, unless otherwise extended pursuant to this Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of this Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.033 Renewal(s)
This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. This Contract may be renewed for up to two (2) additional one (1) year periods. Successful completion of negotiations surrounding the terms of the extension, will be a pre-requisite for the exercise of any option year.

2.040 Contractor Personnel

2.041 Contractor Personnel
(a) Personnel Qualifications.
All persons assigned by Contractor to the performance of Services under this Contract shall be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and shall be fully qualified to perform the work assigned to them. Contractor shall include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent Contractors engaged by Contractor solely in a staff augmentation role shall be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent Contractor relationship.
(b) Key Personnel
- (i) In discharging its obligations under this Contract, Contractor shall provide the named Key Personnel on the terms indicated.
- (ii) Key Personnel shall be dedicated to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (iii) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. Additionally, the State's request shall be based on legitimate, good-faith reasons. Proposed alternative for the individual denied, shall be fully qualified for the position.
- (iv) Contractor shall not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. If the Contractor does remove Key Personnel without the prior written consent of the State, it shall be considered an unauthorized removal ("Unauthorized Removal"). It shall not be considered an Unauthorized Removal if Key Personnel must be replaced for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. It shall not be considered an Unauthorized Removal if Key Personnel must be replaced because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State shall review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to exercise its rights under Section 2.210.

(v) It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 2.210**, the State may assess liquidated damages against Contractor as specified below.

(c) Re-assignment of non-Key Personnel.

Prior to re-deploying to other projects, at the completion of their assigned tasks on the Project, teams of its non-Key Personnel who are performing Services on-site at State facilities or who are otherwise dedicated primarily to the Project, Contractor will give the State at least 10 Business Days notice of the proposed re-deployment to give the State an opportunity to object to the re-deployment if the State reasonably believes such team's Contract responsibilities are not likely to be completed and approved by the State prior to the proposed date of re-deployment.

(d) Re-assignment of Personnel at the State's Request.

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement personnel for the removed person shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with removed personnel results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted in **Section 2.076** for a time as agreed to by the parties.

(e) Staffing Levels.

(i) All staff requirements not specified in the applicable Statement of Work or State-approved project plan as State personnel will be supplied by Contractor. This includes secretarial, clerical and Contract administration support staff necessary for Contractor to perform its obligations hereunder.

(ii) Contractor shall provide sufficient personnel resources for the completion of Contract tasks indicated in Contractor's project plan approved by the State. If the level of personnel resources is insufficient to complete any Contractor Contract tasks in accordance with this Contract time schedule as demonstrated by Contractor's failure to meet mutually agreed to time schedules, Contractor shall promptly add additional qualified personnel resources to the performance of the affected tasks, at no additional charge to the State, in an amount sufficient to complete performance of Contractor's tasks in accordance with this Contract time schedule.

(f) Personnel Turnover.

The Parties agree that it is in their best interests to keep the turnover rate of employees of Contractor and its Subcontractors who are performing the Services to a reasonable minimum. Accordingly, if the State determines that the turnover rate of such employees is excessive and so notifies Contractor, Contractor will meet with the State to discuss the reasons for the turnover rate and otherwise use commercially reasonable efforts to minimize such turnover rate. If requested to do so by the State, Contractor will submit to the State its proposals for reducing the turnover rate to an acceptable level. In any event, notwithstanding the turnover of personnel, Contractor remains obligated to perform the Services without degradation and in accordance with the State-approved Contract schedule.

(g) Location.

All staff assigned by Contractor to work on this Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.042 Contractor Identification

Contractor employees shall be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.043 Cooperation with Third Parties
Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other Contractors including the State's Quality Assurance personnel, and, as reasonably requested by the State, to provide to the State's agents and other Contractors with reasonable access to Contractor's Project personnel, systems and facilities to the extent they relate to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities and provided Contractor receives reasonable prior written notice of such request. The State acknowledges that Contractor's time schedule for this Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with such requests for access.

2.044 Subcontracting by Contractor
(a) Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.
(b) Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.076** for a time agreed upon by the parties.
(c) In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract.
(d) Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.040, 2.110, 2.150, 2.160, 2.171(c), 2.172(b), 2.180, 2.260, 2.276, 2.297** in all of its agreements with any Subcontractors.
(e) The Contractor shall select Subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Contract.

2.045 Contractor Responsibility for Personnel
Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services.

2.050 State Standards

2.051 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://www.michigan.gov.dit .

2.052 PM Methodology Standards
The State has adopted a standard documented Project Management Methodology (PMM) for use on all Information Technology (IT) based projects. See the State's PMM Web site at http://www.michigan.gov/projectmanagement.

The Contractor shall use the State's PPM to manage this Contract. If the Contractor requires training on the PMM, those costs shall be the responsibility of the Contractor, unless otherwise stated.

2.053 Adherence to Portal Technology Tools
The State has adopted the following tools for 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

Unless otherwise stated, Contractor must use the Portal Technology Tools to implement web content management and deployment efforts. 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 DIT, Enterprise Application Services Office, e-Michigan Web Development team.

Contractors that are compelled to use alternate tools must have received an exception from DIT, Enterprise Application Services Office, e-Michigan Web Development team, before this Contract is effective.

2.054 Acceptable Use Policy
To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see http://www.michigan.gov/ditservice/0,1607,7-179-25781-73760--,00.html. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.060 Deliverables

2.061 Ordering
Any Services/Deliverables to be furnished under this Contract shall be ordered by issuance of written Purchase Orders/Blanket Purchase Order by the State after approval by the CCI or his/her designee. All orders are subject to the terms and conditions of this Contract. In the event of conflict between an order and this Contract, this Contract shall take precedence as stated in **Section 2.293**. In no event shall any additional terms and conditions contained on a Purchase Order/Blanket Purchase Order be applicable, unless specifically contained in that Purchase Order/Blanket Purchase Order's accompanying Statement of Work.

2.062 Reserved

2.063 Reserved

2.064 Reserved

2.070 Performance

2.071 Performance, In General
The State engages Contractor to execute this Contract and perform the Services/provide the Deliverables, and Contractor undertakes to execute and complete this Contract in its entirety in accordance with the terms and conditions of this Contract and with the participation of State representatives as specified in this Contract.

2.072 Time of Performance
(a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables in accordance with the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
(b) Without limiting the generality of **Section 2.072(a)**, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and, in such event, shall inform the State of the projected actual delivery date.

(c) If Contractor believes that a delay in performance by the State has caused or will cause Contractor to be unable to perform its obligations in accordance with specified Contract time periods, Contractor shall notify the State in a timely manner and shall use commercially reasonable efforts to perform its obligations in accordance with such Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent such delay is caused by the State.

2.073 Liquidated Damages

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 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.

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.

Liquidated damages will be assessed as follows:

There are five (5) areas in which the performance of the selected Contractor will be most closely monitored. For each of these areas, there is a penalty for failure to perform or to perform adequately. These are listed below:

1. Materials Are Delivered to the Administration Contractor for Distributed to School Districts on Time

As indicated in this Contract, all necessary assessment materials are to be in school districts no later than two (2) weeks prior to assessment. This date presumes that the Department staff, Development contractor, and Administration Contractor have met their portions of the schedule. If not, the schedule will be adjusted accordingly, and the revised schedule will be used for determination of whether the *Professional Development/Communications/Accommodations* Contractor has met this portion of the requirements of this Contract.

Failure to meet this requirement: $5,000 per business day for any or all materials missing from the Administration Contractor's distributions site that delays distribution to any or all State school districts.

The total sum of the Liquidated Damages shall not exceed 10% of an assessment cycle's estimated Contract total value.

2.074 Bankruptcy

If Contractor shall file for protection under the bankruptcy laws, or if an involuntary petition shall be filed against Contractor and not removed within 30 days, or if the Contractor becomes insolvent, be adjudicated bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver shall be appointed due to its insolvency, and Contractor and/or its affiliates are unable to provide reasonable assurances that Contractor and/or its affiliates can deliver the services provided herein, the State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish such Works in Process by whatever appropriate method the State may deem expedient. Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process shall be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

To secure the State's progress payments before the delivery of any services or materials required for the execution of Contractor's obligations hereunder, and any work which Contractor may subcontract in the support of the performance of its obligations hereunder, title shall vest in the State to the extent the State has made progress payments hereunder.

2.075 Reserved

2.076 Reserved

2.080 Delivery and Acceptance of Deliverables

2.081 Delivery Responsibilities
Unless otherwise specified by the State within an individual order, the following shall be applicable to all orders issued under this Contract.

(a) Shipment responsibilities - Services performed/Deliverables provided under this Contract shall be delivered "F.O.B. Destination, within Government Premises, Freight Allowed." The Contractor shall have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.

(b) Delivery locations - Services will be performed/Deliverables will be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.

(c) Damage Disputes - At the time of delivery to State Locations, the State shall examine all packages. The quantity of packages delivered shall be recorded and any obvious visible or suspected damage shall be noted at time of delivery using the shipper's delivery document(s) and appropriate procedures to record such.

Where there is no obvious or suspected damage, all deliveries to a State Location must be opened by the State and the contents inspected for possible internal damage not visible externally within 14 days of receipt. Any damage must be reported to the Contractor within five (5) days of inspection. If this inspection does not occur and damages not reported within 30 days of receipt, the cure for such damaged deliveries shall transfer to the delivery signing party.

2.082 Delivery of Deliverables
Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables shall be completed and delivered for State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of this Contract.

2.083 Testing
(a) Prior to delivering any of the above-mentioned SOW Physical Deliverables or Services to the State, Contractor will first perform all required quality assurance activities to verify that the Physical Deliverable or Service is complete and in conformance with its specifications listed in the applicable SOW or Purchase Order. Before delivering a Physical Deliverable or Service to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable or Service is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

(b) If a Deliverable includes installation at a State Location, then Contractor shall (1) perform any applicable testing, (2) correct all material deficiencies discovered during such quality assurance activities and testing, and (3) inform the State that the Deliverable is in a suitable state of readiness for the State's review and approval. To the extent that testing occurs at State Locations, the State shall be entitled to observe or otherwise participate in testing.

2.084 Approval of Deliverables, In General
(a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications, which will include the successful completion of Testing as applicable in **Section 2.083**, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.
(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.

(c) Prior to commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor in accordance with **Section 2.083(a)**.

(d) The State will approve in writing a Deliverable/Service upon confirming that it conforms to and, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.

(e) If, after three (3) opportunities (the original and two (2) repeat efforts), Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep this Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond this Contract price for such Deliverable/Service and will pay the State an additional sum equal to 10% of such excess expenditure to cover the State's general expenses provided the State can furnish proof of such general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure such breach. Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if such process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the testing or approval process.

2.085 Process for Approval of Written Deliverables

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of 100 pages or less and 10 Business Days for Written Deliverables of more than 100 pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.086 Process for Approval of Services

The State Review Period for approval of Services is governed by the applicable Statement of Work (failing which the State Review Period, by default, shall be 30 Business Days for Services). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Services (or at the State's election, subsequent to approval of the Service). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

2.087 Process for Approval of Physical Deliverables
The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work (failing which the State Review Period, by default, shall be 30 continuous Business Days for a Physical Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.088 Final Acceptance
Unless otherwise stated in the Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable shall occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.080-2.087**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

2.090 Financial

2.091 Pricing
(a) Fixed Prices for Services/Deliverables
Each Statement of Work/PO issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. To the extent the parties agree that certain specific Services will be provided on a time and materials basis. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the CCI, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.
(b) Adjustments for Reductions in Scope of Services/Deliverables
If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.
(c) Services/Deliverables Covered
For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.
(d) Reserved

2.092 Invoicing and Payment Procedures and Terms
(a) Invoicing and Payment – In General
- (i) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (ii) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. The charges for Services billed on a time and materials basis shall be determined based on the actual number of hours of Services performed. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 2.094**.
- (iii) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(b) Taxes
The State is exempt from Federal Excise Tax, State and Local Sales Taxes, and Use Tax with respect to the sale to and use by it of tangible personal property. Such taxes shall not be included in Contract prices as long as the State maintains such exemptions. Copies of all tax exemption certificates shall be supplied to Contractor, if requested.

(c) Out-of-Pocket Expenses
Contractor acknowledges that the out-of-pocket expenses that Contractor expects to incur in performing the Services/ providing the Deliverables (such as, but not limited to, travel and lodging, document reproduction and shipping, and long distance telephone) are included in Contractor's fixed price for each Statement of Work. Accordingly, Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates. See www.michigan.gov/dmb for current rates.
(d) Pro-ration
To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.
(e) Antitrust Assignment
The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.
(f) Final Payment
The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under this Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.093 State Funding Obligation
The State's obligation under this Contract is payable only and solely from funds appropriated for the purpose of this Contract. Contractor acknowledges and agrees that all funds for payments after the end of the current fiscal year are subject to the availability of a legislative appropriation for the purpose of this Contract. Events of non-appropriation are addressed further in **Section 2.210** of this Contract.

2.094 Reserved

2.095 Electronic Payment Availability
Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). Contractor is required to register to receive payments by EFT at the Contract & Payment Express Web site (www.cpexpress.state.mi.us).

2.100 Contract Management

2.101 Contract Management Responsibility
(a) Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties will include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with Article 1**,** (Project Plan) is likely to delay the timely achievement of any Contract tasks.
(b) The Services/Deliverables will be provided by the Contractor either directly or through its affiliates, subsidiaries, Subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor will act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

2.102 Problem and Contract Management Procedures
Problem Management and Contract Management procedures will be governed by this Contract and the applicable Statements of Work.

2.103 Reports and Meetings

(a) Reports.

Within 30 days after the Effective Date, the parties shall determine an appropriate set of periodic reports to be issued by Contractor to the State. Such reports may include:

(i) Assess the Contractor's performance in each area of the Services;

(ii) Assess the degree to which the Contractor has attained or failed to attain the pertinent objectives for each area of the services, including on-time completion and delivery of Deliverables;

(iii) Explain the reasons for any failure to achieve on-time completion and delivery of Deliverables and include a plan for corrective action where appropriate;

(iv) Describe any circumstances that Contractor anticipates will impair or prevent on-time completion and delivery of Deliverables in upcoming reporting periods;

(v) Include plans for corrective action or risk mitigation where appropriate and describe the status of ongoing problem resolution efforts;

(vi) Provide reports setting forth a comparison of actual hours spent by Contractor (including its augmented personnel and Subcontractors) in performing the Project versus hours budgeted by Contractor.

(vii) Set forth a record of the material personnel changes that pertain to the Services and describe planned changes during the upcoming month that may affect the Services.

(viii) Include such documentation and other information may be mutually agreed to verify compliance with, and meeting the objectives of, this Contract.

(ix) Set forth an updated schedule that provides information on the status of upcoming Deliverables, expected dates of delivery (or redelivery) of such Deliverables and estimates on timing for completion of the Project.

(b) Meetings.

Within 30 days after the Effective Date, the parties shall determine an appropriate set of meetings to be held between representatives of the State and Contractor. Contractor shall prepare and circulate an agenda sufficiently in advance of each such meeting to give participants an opportunity to prepare for the meeting. Contractor shall incorporate into such agenda items that the State desires to discuss. At the State's request, Contractor shall prepare and circulate minutes promptly after a meeting.

2.104 System Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the State. Any changes Contractor makes to State systems with the State's approval shall be done in accordance with applicable State procedures, including security, access and configuration management procedures.

2.105 Reserved

2.106 Change Requests

The State reserves the right to request from time to time, any changes to the requirements and specifications of this Contract and the work to be performed by the Contractor under this Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under this Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before notice is given by the Contractor shall be conclusively considered to be in-scope Services/Deliverables, not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under this Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such services or providing such deliverables, the Contractor shall notify the State in writing that it considers the services or deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable. If the Contractor does so notify the State, then such a service or deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

Process for Change Requests:

(i) State Requests
If the State should require Contractor to perform New Work, Additional Services or make changes to the Services that would affect this Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").

(ii) Contractor Recommendations
Contractor shall be entitled to propose a Change to the State, on its own initiative, should it be of the opinion that this would benefit this Contract.

(iii) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal will include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.

(iv) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice shall be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").

(v) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.

(vi) If the State requests or directs Contractor to perform any activities that Contractor believes constitute a Change, Contractor must notify the State that it believes the requested activities are a Change prior to commencing the performance of the requested activities. If Contractor fails to so notify the State prior to commencing performance of the requested activities, such activities shall be considered to be performed gratuitously by Contractor, and Contractor shall not have any right thereafter to assert any claim for additional compensation or time for the performance of such activities. If Contractor commences performance of gratuitous services outside the scope of this Contract and subsequently elects to stop performing such out-of-scope services, Contractor must, at the request of the State, back out or reverse any changes resulting from such performance that would adversely affect this Contract.

2.107 Management Tools

Contractor will use an automated tool for planning, monitoring and tracking this Contract's progress. In addition, Contractor shall use automated project management tools as reasonably necessary to perform the Services, which tools shall include the capability to produce through the end of this Contract: (i) staffing tables with names of personnel assigned to Contract tasks, (ii) project plans showing tasks, subtasks, Deliverables and the resources required and allocated to each (including detailed plans for all Services to be performed within the next 60 days, updated semi-monthly) and (iii) graphs showing critical events, dependencies and decision points during the course of this Contract. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State's standard to the extent such information is described with reasonable detail in the Statements of Work and to the extent the related work is of sufficient project complexity and duration to warrant such reporting.

2.110 Records and Inspections

2.111 Records and Inspections
The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of this Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with these Contract requirements.

2.112 Errors
(a) 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 45 days of the last quarterly statement that the balance appeared on or termination of this Contract, whichever is earlier.
(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor shall pay all of the reasonable costs of the audit.

2.120 State Responsibilities

2.121 State Performance Obligations
(a) Equipment and Other Resources. To facilitate Contractor's performance of the Services/Deliverables, the State shall provide to Contractor such equipment and resources as identified in the Statements of Work or other Contract Exhibits as items to be provided by the State.
(b) Facilities. The State shall designate space as long as it is available and as provided in the Statement of Work, to house Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). Contractor shall have reasonable access to, and unless agreed otherwise by the parties in writing shall observe and comply with all rules and regulations relating to, each of the State Facilities (including hours of operation) used by Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for Contractor's use, or to which Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.
(c) Return. Contractor shall be responsible for returning to the State any State-furnished equipment, facilities and other resources when no longer required for this Contract in the same condition as when provided by the State, reasonable wear and tear excepted.
(d) Except as otherwise provided in **Section 2.220**, the State's failure to perform its responsibilities as set forth in this Contract shall not be deemed to be grounds for termination by Contractor. However, Contractor will not be liable for any default or delay in the performance of its obligations under this Contract to the extent such default or delay is caused by nonperformance of the State's obligations under this Contract, provided Contractor provides the State with reasonable written notice of such nonperformance and Contractor uses commercially reasonable efforts to perform notwithstanding the State's failure to perform. In addition, if the State's nonperformance of its responsibilities under this Contract materially increases the time required for Contractor's performance or Contractor's cost of performance, Contractor shall be entitled to seek an equitable extension via the Change Request process described in **Section 2.106**.

2.130 Security

2.131 Background Checks
The Contractor shall authorize the investigation of its personnel proposed to have access to State facilities and systems on a case by case basis. 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 will include Michigan State Police Background checks (ICHAT) and may include 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. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See www.michigan.gov/dit. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies 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.

2.132 Reserved

2.140 Reserved

2.150 Confidentiality

2.151 Freedom of Information
All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.152 Confidentiality
Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor shall mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State shall mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State pursuant to applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State pursuant to its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. In the case of information of either Contractor or the State "Confidential Information" shall exclude any information (including this Contract) that is publicly available pursuant to the Michigan FOIA.

2.153 Protection of Confidential Information
The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access in order to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) such disclosure is necessary or otherwise naturally occurs in connection with work that is within such Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect such Confidential Information from unauthorized use or disclosure.

2.154 Exclusions
Notwithstanding the foregoing, the provisions of this Section will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose such Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of such disclosure as reasonably requested by the furnishing party.

2.155 No Implied Rights
Nothing contained in this Section shall be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.156 Remedies
Each party acknowledges that, if it breaches (or attempts or threatens to breach) its obligations under this Section, the other party may be irreparably harmed. Accordingly, if a court of competent jurisdiction should find that a party has breached (or attempted or threatened to breach) any such obligations, the non-breaching party shall be entitled to seek an injunction preventing such breach (or attempted or threatened breach).

2.157 Security Breach Notification
In the event of a breach of this Section, Contractor shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor shall report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by this Contract within 10 days of becoming aware of such use or disclosure or such shorter time period as is reasonable under the circumstances.

2.158 Survival
The parties' respective obligations under this Section shall survive the termination or expiration of this Contract for any reason.

2.159 Destruction of Confidential Information
Promptly upon termination or cancellation of this Contract for any reason, Contractor shall certify to the State that Contractor has destroyed all State Confidential Information.

2.160 Proprietary Rights

2.161 Ownership
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.

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.

2.162 Reserved

2.163 Rights in Data
(a) The State will be and remain the owner of all data made available by the State to Contractor or its agents, Subcontractors or representatives pursuant to this Contract. Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of Contractor, nor will any employee of Contractor other than those on a strictly need to know basis have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, Contractor shall only use personally identifiable information as strictly necessary to provide the Services and shall disclose such information only to its employees who have a strict need to know such information. Contractor shall comply at all times with all laws and regulations applicable to such personally identifiable information.

(b) The State is and shall remain the owner of all State-specific data pursuant to this Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State shall only use personally identifiable information as strictly necessary to utilize the Services and shall disclose such information only to its employees who have a strict need to know such information, except as provided by law. The State shall comply at all times with all laws and regulations applicable to such personally identifiable information. Other material developed and provided to the State shall remain the State's sole and exclusive property.

2.164 Ownership of Materials
State and Contractor will continue to own their respective proprietary technologies developed before entering into this Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.165 Standard Software
If applicable and necessary, all Standard Software used in performing the Services shall be provided to the State under a separate license agreement between the State and the owner (or authorized licensor) of such software. Standard Software to be licensed to the State is listed in this Contract.

2.166 Pre-existing Materials for Custom Software Deliverables
Neither Contractor nor any of its Subcontractors shall incorporate any preexisting materials (including Standard Software) into Custom Software Deliverables or use any pre-existing materials to produce Custom Software Deliverables if such pre-existing materials will be needed by the State in order to use the Custom Software Deliverables unless (i) such pre-existing materials and their owners are identified to the State in writing and (ii) such pre-existing materials are either readily commercially available products for which Contractor or its Subcontractor, as the case may be, has obtained a license (in form and substance approved by the State) in the name of the State, or are materials that Contractor or its Subcontractor, as the case may be, has the right to license to the State and has licensed to the State on terms and conditions approved by the State prior to using such pre-existing materials to perform the Services.

2.167 General Skills
Notwithstanding anything to the contrary in this Section, each party, its Subcontractors and their personnel shall be free to use and employ its and their general skills, know-how and expertise, and to use, disclose and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of performing the Services, so long as it or they acquire and apply the foregoing without disclosure of any confidential or proprietary information of the other party.

2.170 Warranties And Representations

2.171 Warranties and Representations
The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and shall fulfill all of its obligations under this Contract. The performance of all obligations under this Contract shall be provided in a timely, professional, and workman-like manner and shall meet the performance and operational standards required under this Contract.
(b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with this Contract's requirements and other standards of performance.
(c) It 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 licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
(d) 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 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.
(e) This Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) 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.

(h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor shall not attempt to influence any State employee by the direct or indirect offer of anything of value.

(i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or such Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by Contractor to the State 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 change in the business, properties, financial condition, or results of operations of Contractor.

(l) All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, it true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

(m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or such department within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of such contract.

2.172 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 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 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. Unauthorized 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.

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.

2.173 Equipment Warranty
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 five (5) 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 this 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.

All warranty work shall be performed on the State of Michigan worksite(s), unless the State provides written authorization prior to the repair.

2.174 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 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).

2.175 Standard Warranties
(a) Warranty of Merchantability
Deliverables shall be merchantable. All Deliverables 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 Contractor on the container or label.

(b) Warranty of fitness for a particular purpose
When Contractor has reason to know or knows any particular purpose for which the Deliverables are required, and when the State is relying on the Contractor's skill or judgment to select or furnish suitable Deliverables, the Contractor warranties that the Deliverables are fit for such purpose.

(c) Warranty of title
Contractor shall convey good title in those Deliverables, whose transfer is right and lawful. All Deliverables provided by Contractor shall be delivered free from any security interest, lien, or encumbrance. Deliverables shall be delivered free of any rightful claim of any third person of ownership, interest, lien or encumbrance.

2.176 Consequences for Breach
In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, such breach may be considered as a default in the performance of a material obligation of this Contract.

2.180 Insurance

2.181 Liability Insurance
(a) Liability 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 coverages provided relative to this Contract/Purchase Order are 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. All policies of insurance required in this Contract shall be issued by companies that have been approved to do business in the State.

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 this Contract is signed by both parties or before the purchase order is issued by the State, the Contractor must furnish to the Director of Purchasing Operations, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THIS 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 coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include this Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operations, 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 the applicable coverage is provided by a self-insurer, 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 $1,000,000.00 with a maximum deductible of $50,000.00.

☐ 6. Umbrella or Excess Liability Insurance in a minimum amount of $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: $3,000,000.00 each occurrence and $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 Purchasing Operations certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before this 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 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 this 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 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.

2.190 Indemnification

2.191 Indemnification

(a) General Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

(b) 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.

(c) Employee Indemnification

In any and all claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under this 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 benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, 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 provisions.

(d) Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees 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 patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or 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 to the State's satisfaction 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.

Notwithstanding the foregoing, the Contractor shall have no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; or (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.192 Continuation of Indemnification Obligations

The Contractor's duty to indemnify pursuant to this Section continues in full force and effect, notwithstanding the expiration or early cancellation of this Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.

2.193 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 notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within 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 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.

2.200 Limits of Liability and Excusable Failure

2.201 Reserved

2.202 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under this Contract to the extent such default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; 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, workaround 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 commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay and provided further that such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay Contractor's performance of the Services/provision of Deliverables for more than 10 Business 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/Deliverables from an alternate source, and the State shall not be liable for payment for the unperformed Services/ Deliverables not provided under this Contract for so long as the delay in performance shall continue; (b) the State may terminate any portion of this Contract so affected and the charges payable there under shall be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to Contractor, except to the extent that the State shall pay for Services/Deliverables provided through the date of termination.

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/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under this Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.203 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or manmade disaster.

2.210 Termination/Cancellation by the State

The State may terminate 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:

2.211 Termination for Cause

(a) In the event that Contractor breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA as defined in **Section 2.076**), 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 (such time period not to be less than 30 days), 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 termination to Contractor, terminate this Contract in whole or in part, for cause, as of the date specified in the notice of termination.

(b) In the event that this Contract is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, Contractor shall be responsible for all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs shall not be considered by the parties to be consequential, indirect or incidental damages, and shall not be excluded by any other terms otherwise included in this Contract, provided such costs are not in excess of 50% more than the prices for such Service/Deliverables provided under this Contract.

(c) In the event the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State shall pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause shall cease on the effective date of the termination.

(d) In the event this Contract is terminated for cause pursuant to this Section, and it is determined, for any reason, that Contractor was not in breach of this Contract pursuant to the provisions of this section, that termination for cause shall be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this Contract for a termination for convenience.

2.212 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in this Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days prior to the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause shall cease on the effective date of the termination.

2.213 Non-Appropriation

(a) 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 Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State shall have the right to terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State shall give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for this Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise made available, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in such manner and for such periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of such reduction.

(c) In the event the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor pursuant to this Section, the State shall pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. For the avoidance of doubt, this Section will not preclude Contractor from reducing or stopping Services/Deliverables and/or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.214 Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense incident to the application for, or performance of, a State, public or private Contract or subcontract; convicted of a criminal offense, including 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 Contractor's business integrity.

2.215 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, § 5, and Civil Service Rule 7-1. 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.

2.216 Rights and Obligations Upon Termination

(a) 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 Deliverables that is intended to be transferred to the State at the termination of this Contract, Contractor will transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of this Contract and which are resulting from this 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.

(b) 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 Work In Process, on a percentage of completion basis at the level of completion determined by the State. 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.

(c) 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 deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.217 Reservation of Rights

Any termination of this 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.

2.218 Contractor Transition Responsibilities

In the event this Contract is terminated, for convenience or cause, dissolved, voided, rescinded, nullified, expires or is otherwise rendered unenforceable, 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 this 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 180 days. These efforts shall include, but are not limited to, the following:

(a) 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 this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's Subcontractors or Vendors, 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 or Vendors. Contractor will notify all of Contractor's Subcontractors of procedures to be followed during transition.

(b) Information

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contract is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

(c) Software
The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This shall include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses shall, upon expiration of this Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.
(d) Payment
If the transition results from a termination for any reason, reimbursement shall be governed by the termination provisions of this 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 Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.219 State Transition Responsibilities
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:

(a) Reconciling all accounts between the State and the Contractor;
(b) Completing any pending post-project reviews.

2.220 Termination by Contractor

2.221 Termination by Contractor
If the State materially breaches its obligation to pay Contractor undisputed amounts due and owing under this Contract in accordance with **Section 2.090**, or if the State breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for Contractor to perform the Services, and if the State does not cure the breach within the time period specified in a written notice of breach provided to the State by Contractor (such time period not to be less than 30 days), then Contractor may terminate this Contract, in whole or in part based on Statement of Work for cause, as of the date specified in the notice of termination; provided, however, that Contractor must discharge its obligations under **Section 2.250** before any such termination.

2.230 Stop Work

2.231 Stop Work Orders
The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by this Contract for a period of up to 90 calendar days after the stop work order is delivered to 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 2.230**. Upon receipt of the stop work order, 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) terminate the work covered by the stop work order as provided in **Section 2.210**.

2.232 Cancellation or Expiration of Stop Work Order
If a stop work order issued under this **Section 2.230** is canceled or the period of the stop work order or any extension thereof expires, Contractor shall resume work. The parties shall agree upon an equitable adjustment in the delivery schedule, this Contract price, or both, and this Contract shall be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of this Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar 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 Contractor proposal submitted at any time before final payment under this Contract. Any adjustment will conform to the requirements of **Section 2.106.**

2.233 Allowance of Contractor Costs
If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, such termination shall be deemed to be a termination for convenience under **Section 2.212**, and the State shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.230**.

2.240 Reserved

2.250 Dispute Resolution

2.251 In General
Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to this Contract or any Statement of Work shall be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under this Contract, or the time for Contractor's performance, Contractor shall submit a letter executed by Contractor's CCI or his designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the supporting data provided with such an affidavit are current and complete to Contractor's best knowledge and belief.

2.252 Informal Dispute Resolution
(a) All operational disputes between the parties shall be resolved under the Contract Management procedures developed pursuant to **Section 2.100**. If the parties are unable to resolve any disputes after compliance with such processes, the parties shall meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve such dispute without the need for formal legal proceedings, as follows:
  (i) The representatives of Contractor and the State shall meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
  (ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to this Contract will be honored in order that each of the parties may be fully advised of the other's position.
  (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
  (iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute shall be considered the State's final action and the exhaustion of administrative remedies.
(b) This **Section 2.250** will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or pursuant to **Section 2.253**.
(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work pursuant to this Contract.

2.253 Injunctive Relief
The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.252** is where a party makes a good faith determination that a breach of the terms of this Contract by the other party is such that the damages to such party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.254 Continued Performance
Each party agrees to continue performing its obligations under this Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment shall not be deemed to preclude performance) and without limiting either party's right to terminate this Contract as provided in **Section 2.210** and **2.220**, as the case may be.

2.260 Federal and State Contract Requirements

2.261 Nondiscrimination
In the performance of this Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq*., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq*., and any breach of this provision may be regarded as a material breach of this Contract.

2.262 Unfair Labor Practices
Pursuant to 1980 PA 278, MCL 423.231, *et seq*., the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to this Contract, shall not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, subsequent to award of this Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.263 Workplace Safety and Discriminatory Harassment
In performing Services for the State, the Contractor shall comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see www.michigan.gov/mdcs.

2.270 Litigation

2.271 Disclosure of Litigation
(a) Disclosure.
Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of this Contract and extensions thereto, to which Contractor (or, to the extent Contractor is aware, any Subcontractor hereunder) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor hereunder; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. Any such litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement to the Contract Administrator within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated as such. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.
(b) Assurances.
In the event that any such Proceeding disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

(i) the ability of Contractor (or a Subcontractor hereunder) to continue to perform this Contract in accordance with its terms and conditions, or

(ii) whether Contractor (or a Subcontractor hereunder) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in such Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then Contractor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that:

(A) Contractor and/or its Subcontractors hereunder will be able to continue to perform this Contract and any Statements of Work in accordance with its terms and conditions, and

(B) Contractor and/or its Subcontractors hereunder have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in such Proceeding.

(c) Notifications.

Contractor shall make the following notifications in writing:

(1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor shall notify Purchasing Operations.

(2) Contractor shall also notify Purchasing Operations 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.

(3) Contractor shall also notify Purchasing Operations within 30 days whenever changes to company affiliations occur.

2.272 Governing Law

This Contract shall in all respects be governed by, and construed in accordance with, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.273 Compliance with Laws

Contractor shall comply with all applicable state, federal, and local laws and ordinances ("Applicable Laws") in providing the Services/Deliverables.

2.274 Jurisdiction

Any dispute arising from this Contract shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.280 Environmental Provision

2.281 Reserved

2.290 General

2.291 Amendments

This Contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties.

2.292 Assignment

(a) Neither party shall have the right to assign this Contract, or to assign or delegate any of its duties or obligations under this Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign this Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign this Contract to an affiliate so long as such affiliate is adequately capitalized and can provide adequate assurances that such affiliate can perform this Contract. Any purported assignment in violation of this Section shall be null and void. It is the policy of the State of Michigan to withhold consent from proposed assignments, subcontracts, or novations when such transfer of responsibility would operate to decrease the State's likelihood of receiving performance on this Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under this Contract. In the event of any such permitted assignment, Contractor shall not be relieved of its responsibility to perform any duty imposed upon it herein, and the requirement under this Contract that all payments shall be made to one entity shall continue.

2.293 Entire Contract; Order of Precedence

(a) This Contract, including any Statements of Work and Exhibits, to the extent not contrary to this Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supercedes all prior agreements, whether written or oral, with respect to such subject matter and as additional terms and conditions on the purchase order shall apply as limited by **Section 2.061**.

(b) In the event of any inconsistency between the terms of this Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of **Sections 2.110 through 2.220** of this Contract, which may be modified or amended only by a formal Contract amendment.

2.294 Headings

Captions and headings used in this 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.

2.295 Relationship of the Parties (Independent Contractor Relationship)

The relationship between the State and Contractor is that of client and independent Contractor. No agent, employee, or servant of 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. 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.

2.296 Notices

(a) Notifications

Any notice given to a party under this Contract shall be deemed effective, if addressed to the party in **Section 2.014** or the Contractor on the cover page of this Contract, 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.

Either party may change its address where notices are to be sent by giving notice in accordance with this Section.

(b) Binding Commitments

Representatives of Contractor named above shall have the authority to make binding commitments on Contractor's behalf within the bounds set forth in such table. Contractor may change such representatives from time to time upon written notice.

2.297 Media Releases and Contract Distribution

(a) Media Releases

Neither Contractor nor the State will make any news releases, public announcements or public disclosures, nor will they have any conversations with representatives of the news media, pertaining to this Contract, the Services of this Contract without the prior written approval of the other party, and then only according to explicit written instructions provided by that party. In addition, neither Contractor nor the State will use the name, trademarks or other proprietary identifying symbol of the other party or its affiliates without the party's prior written consent. Prior written consent of the Contractor must be obtained from authorized representatives.

(b) Contract Distribution

Purchasing Operations shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

2.298 Reformation and Severability

Each provision of this Contract shall be deemed to be severable from all other provisions of this Contract and, if one or more of the provisions of this Contract shall be declared invalid, the remaining provisions of this Contract shall remain in full force and effect.

2.299 Consents and Approvals
Except as expressly provided otherwise in this Contract, if either party requires the consent or approval of the other party for the taking of any action under this Contract, such consent or approval shall be in writing and shall not be unreasonably withheld or delayed.

2.300 No Waiver of Default
The failure of a party to insist upon strict adherence to any term of this 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 this Contract.

2.301 Survival
Any provisions of this Contract that impose continuing obligations on the parties including the parties' respective warranty, indemnity and confidentiality obligations, shall survive the expiration or termination of this Contract for any reason. Specific references to survival in this Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.302 Covenant of Good Faith
Each party agrees that, in its dealings with the other party or in connection with this Contract, it shall act reasonably and in good faith. Unless stated otherwise in this Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under this Contract.

2.303 Permits
Contractor shall obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State shall pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.304 Web site Incorporation
State expressly states that it will not be bound by any content on the Contractor's Web site, 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.

2.305 Taxes
Contractors shall collect and pay all applicable federal, state, and local employment taxes.

2.306 Reserved

2.307 Call Center Disclosure
Contractor and/or all Subcontractors involved in the performance of this Contract providing call or contact center services to the State 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 Contract.

2.308 Future Bidding Preclusion
Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any Bidder if the State determines that the Bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a leading edge on the competitive RFP.

2.310 Reserved

2.320 Extended Purchasing

2.321 Reserved

2.322 Reserved

Appendix A – General Materials Listing and Specifications

All English Language Proficiency Assessment (ELPA) materials will comply with the general materials specifications.

Each content area should be printed in black ink on white paper, such that the items on one (1) page do not interfere with those printed on the reverse side. The front cover of each assessment booklet shall also be white paper, but the cover should be printed in an ink color unique to the grade span or the student population being assessed. For example, purple might be used for the cover of all level II (grades 1-2) assessment booklets, green for the cover of all level III (grades three (3) – five (5)) booklets, and so forth. Answer documents should use the same color of ink as the assessment booklet covers to clearly make the connection between answer documents and the corresponding booklets.

The number of assessment forms developed for each level per operational assessment cycle will be four (4) per each of levels I (Kindergarten) and II (grades one (1) – two (2)), six (6) each of levels III (grades three (3) – five (5)), IV (grades six (6) – eight (8)), and V (grades nine (9) - 12). Levels I and II will also have four (4) forms of each Speaking section as separate booklets. Levels I and II are also combined test booklets and answer documents (the students mark their answers within the test booklets). The other levels will have two (2) forms of answer documents separate from the test booklets. In addition to these the same model would be used to create one (1) form of each document to be used by schools as a screener throughout the following school year. Also one (1) form of each will need to be made developed in both enlarged print and Braille formats. For the levels with separate answer documents the students using the enlarged print and Braille booklets will use the general answer documents (no need for unique answer documents).

There will be a combined total of 64 forms. The Michigan Department of Education (MDE) expects that this number of operational forms for the Spring ELPA assessment cycle to be 47 documents, plus 17 for the following school year's screeners. These numbers do not include the emergency forms for each level.

The operational ELPA assessment booklets will consist of multiple-choice and constructed-response items. Each assessment will be untimed. All answers are marked on machine-scannable answer documents. The operational assessment booklets will have field test items embedded within their content area. The position of field test items may change from assessment cycle to assessment cycle, but must remain constant throughout each level's forms within an assessment cycle.

1. Overall Quality: All documents must be of typeset quality. All graphics must meet professional commercial standards. The quality of the materials (i.e., paper, ink) used to produce all documents must meet with the CCI approval.

2. Printing and Approval Process: All printed documents must undergo the following steps:
   a. The *Administration* Contractor creates an initial mockup (except for the assessment booklets that are being produced by the *Development* Contractor).
   b. The CCI reviews the initial mockup and submits changes or corrections (the *Administration* Contractor must produce an approval form that will be approved by the CCI prior to using), as needed.
   c. The *Administration* Contractor develops page proofs. One (1) set of page proofs are submitted to the CCI.
   d. The CCI has no less than three (3) business days to review the page proofs. The CCI returns a copy of the page proofs to the *Administration* Contractor with corrections marked, as needed. The CCI retains the original set of page proofs.
   e. Steps c and d are repeated until the CCI gives written approval of page proofs.
   f. The *Administration* Contractor produces blueline proofs (including the assessment booklets). One (1) set of blueline proofs are submitted to the CCI.
   g. The CCI reviews blueline proofs. The CCI returns one (1) set of blueline proofs to the *Administration* Contractor with corrections marked, as needed. The CCI retains the second set of blueline proofs.
   h. Steps f and g are repeated until the CCI gives written approval to print.

   The process for all documents for which the CCI provides a complete camera-ready copy will begin with step c.

3. Assessment Booklets:

   Except for the ELPA screeners, all assessment booklets (including paper, video, braille, enlarged, audio, scripts, and video versions) at all grade levels are secure documents that must be returned by the school district to the vendor after the assessment is finished. Districts are required to return to the *Administration* Contractor the Assessment Security Compliance Forms as given in additional appendices. The *Administration* Contractor must store the Security Compliance Forms and provide to the CCI on request.

   All ELPA screener materials are also secure but will be retained, scored and confidentially disposed of by the districts.

   All assessment booklets will be printed and produced to yield booklets printed two (2) sided on approximately 30# white offset stock with color cover ink (black and blue PMS 1234 [or red PMS ####, etc.]) and black inside ink. The paper must be of good quality as to not allow any bleed through and readability of text to the opposite side. Contractors must provide samples of the paper with print on both sides that they propose to use with the ELPA materials. All non-accommodation versions of the test materials should be printed with 8.5” x 11” pages.

   The *Development* Contractor will provide a camera-ready copy of all assessment booklets.

4. Answer Documents:

   a. There will be two (2) answer documents per grade span or level.
   b. Top right corner clip on all answer documents.
   c. As referenced in section 1.104.E.5, the *Administration* Contractor must propose a mechanism to ensure that all pages of an Answer Document stay linked when the booklet is physically separated to facilitate scoring. This includes pages containing student identification information, multiple-choice items, and constructed-response items. The CCI must approve the Administration Contractor’s method of carrying out this requirement.
   d. Answer documents shall be printed to yield two (2) sided machine-scannable forms. Most forms will be will require multiple sheets that will need to be in saddle-stitched booklets with 8.5” x 11” pages on white paper, with ink color to match the cover color of the assessment booklet (black and Scan Blue 123 [or scan red ###, etc.). Currently only the Functional Independence – English Language Arts (FI-ELA) answer documents.

5. Enlarge Print Versions of Materials:

   a. Materials are to be magnified to a 35% increase over original.
   b. All documents originally printed on 8½ " x 11" paper will be printed on 11" x 15" paper.
   c. Paper (type and stock) used for large print versions of materials shall be equivalent to that used in the regular version.
   d. Non-glossy (matte) paper must be used.
   e. The darkest possible print setting that will not turn the paper gray must be used.

6. Braille Versions of Materials:

   a. Assessments are to be brailled and proofread by a certified Braille transcriber.
   b. The Brailler shall follow formats in the publication entitled *Standardized Tests*, published by the National Braille Association and the American Printing House for the Blind (APH). Nemeth Code Test should be followed for mathematics and science. Textbook Code (Literary Code) should be followed for ELA.

7. Audiotape, CD, Videotape, and DVD Versions of Assessments:

   a. All media must be labeled with program name (Michigan ELPA), language version, grade, subject, and date of assessment (e.g. Spring 2009). The label must also state “Any copying is strictly prohibited. All rights under copyright reserved. TM, ®, and Copyright © by the MDE. All rights reserved.” These labels shall be approved by the MDE CCI.

b. The labels for CDs and DVDs must also state “Audio Only Version” Or “Video Version” plus the media type of CD or DVD.
c. Individual audio/video units must be packaged with one (1) corresponding assessment booklet plus any related ancillary materials (e.g. acetate ruler) for distribution to districts.
d. The same program shall be recorded on both sides of each audiotape.
e. Additional requirements are in section 1.104.D.

8. ELPA Coordinator and Assessment Administrator Manual, and Handbook for Understanding, Interpreting, and Using ELPA Results:

   a. All manuals and handbooks shall be printed in saddle-stitched or perfect bound booklets with 8.5” x 11” color cover stock 30# offset, inside stock 20# white offset with black ink on both sides. The cover stock must be of good quality as to not allow the bleed through and readability of text from the opposite side. The inside paper must be of good quality as to not allow bleed through and have very obscure to no readability of text from the opposite side. Contractors must provide sample of the paper with print on both sides that they propose to use for the ELPA materials.

Quantities listed below are estimates and do not constitute an order. The *Administration* Contractor must receive written approval from the MDE CCI for quantities to produce prior to commencing work.

The following tables show the estimated number of assessment items and forms of the ELPA assessments:

ELPA

Items Per Form								
Subject	Assessment Item Types	I	I-Sp	II	II-Sp	III	IV	V
ELPA	Operational Multiple-Choice (MC) Items	41	0	48	0	50	51	53
	Operational Constructed-Response (CR) Items	6	8	5	9	14	15	14
	Embedded Field Test MC items per Form	12	0	10	0	11	11	11
	Embedded Field Test CR items per Form	2	2	1	2	2	2	2
	Forms	5	3	7	3	6	6	6
	# of Answer Document Forms	N/A	N/A	N/A	N/A	3	3	3
ELPA Screener	Core MC items	19	0	20	0	20	21	22
	Core CR items	3	3	3	3	5	5	5
	Embedded Field Test MC items per Form	0	0	0	0	0	0	0
	Embedded Field Test CR items per Form	0	0	0	0	0	0	0
	Forms	1	1	1	1	1	1	1
	# of Answer Document Forms	N/A	N/A	N/A	N/A	1	1	1

The following tables describe in detail the deliverable products required for each of the three (3) years of this Contract.

1. The first table covers the non-student level materials which are used for the ELPA assessments.

Levels I through V - ELPA Material Needs Per Academic Year			
Cycle	**Materials**	**Pages**	**Documents**
Standard ELPA	ELPA Level I Directions For Administration	64	1,500
	ELPA Level II Directions For Administration	80	2,800
	ELPA Level III Directions For Administration	96	3,000
	ELPA Level IV Directions For Administration	96	2,200
	ELPA Level V Directions For Administration	112	2,200
	Spring Return of Materials packets	1	3,000
	ELPA Class/Group identification/header sheet	1	20,000
	ELPA Pre-Identified school and grade identification/header sheet	2	10,800
	ELPA blank school and grade identification/header sheet	2	6,000
	ELPA district identification/header sheet	2	3,000
	Paper Bands		45,000
	Assessment Materials Box Labels (Not a Shipping Label)	1	15,000
	Assessment Results Box labels	1	3,000
	Packing Poster	1	1,000
	Special Handling Envolops		2,000
	ELPA security compliance form	1	9,000
Screener only	District Header Sheet	1	1,000
	ELPA Level I Directions For Administration	64	2,000
	ELPA Level II Directions For Administration	80	1,200
	ELPA Level III Directions For Administration	96	1,200
	ELPA Level IV Directions For Administration	96	850
	ELPA Level V Directions For Administration	112	700

2. The second table covers student level materials quantities:

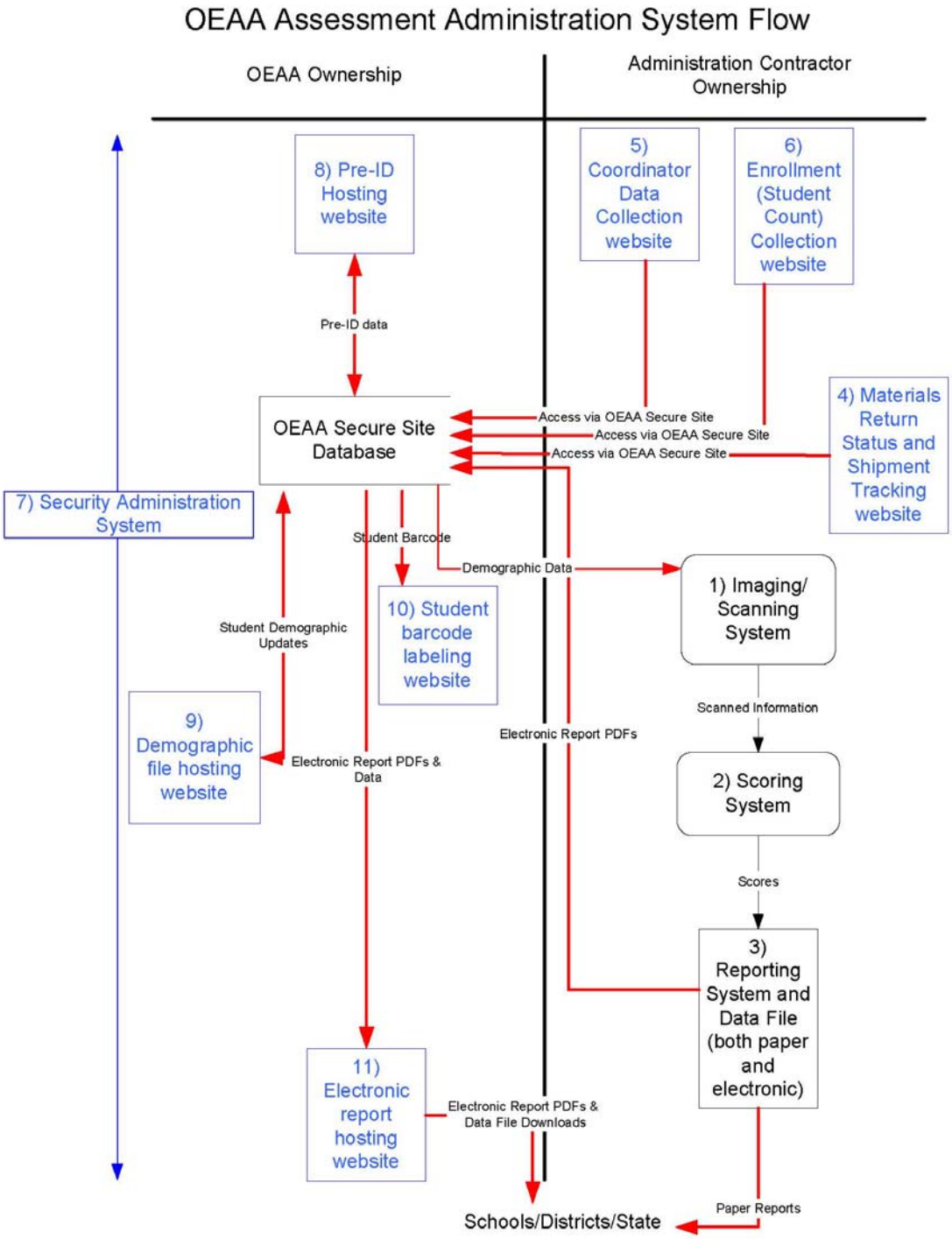
Levels I through V ELPA Material Quantities Per Academic Year								
Cycle	**Materials**	I	I-Sp	II	II-Sp	III	IV	V
ELPA	Standard assessment booklet	10,000	2,000	24,000	3,000	26,000	20,000	20,000
	# of Forms	5	3	7	3	6	6	6
	Pages Per Booklet	40	16	56	16	48	48	48
	Enlarge print assessment booklet	10	10	30	30	40	45	50
	Braille assessment booklet	10	10	10	10	10	10	10
	Assessment Administration Booklet for Braille	2	2	2	2	2	2	2
	Audio Script – English	1,700	340	1,700	340	1,700	1,700	1,700
	Audiotape/Audio CD - Listening	750		1,100		1,500	1,100	1,100
	Audiotape/Audio CD - Accommodation	100		100		150	150	300
	Pages Per Answer Document	N/A	N/A	N/A	N/A	16	16	16
	Answer document	N/A	N/A	N/A	N/A	26,100	20,100	20,100
ELPA Screener	Standard assessment booklet	20,000	2,000	20,000	2,000	8,000	6,000	5,000
	# of Forms	1	1	1	1	1	1	1
	Pages Per Booklet	24	16	24	16	24	24	24
	Enlarge print assessment booklet	50	50	50	50	50	50	50
	Braille assessment booklet	10	10	10	10	10	10	10
	Assessment Administration Booklet for Braille	10	10	10	10	10	10	10
	Audio Script – English	1,000	100	1,000	100	1,000	1,000	1,000
	Audiotape/Audio CD - Listening	500		500		750	750	750
	Audiotape/Audio CD - Accommodation	100		100		150	150	300
	Pages Per Answer Document	N/A	N/A	N/A	N/A	16	16	16
	Answer document	N/A	N/A	N/A	N/A	10,000	7,200	6,000

3. The following table shows the actual number of student answer documents scored and reported by grade level for Spring 2006 and 2007 and can be used to approximate the expected number of documents for Spring 2009.

Grade	Spring 2006	Spring 2007	Spring 2009 Estimate
K	8,295	8,564	9,000
1	7,591	8,152	8,500
2	6,757	7,034	7,500
3	6,091	6,107	6,500
4	5,499	5,609	6,000
5	5,320	4,799	5,000
6	4,645	4,542	5,000
7	4,263	4,196	4,500
8	3,890	3,865	4,000
9	4,034	3,949	4,000
10	3,028	3,198	3,500
11	2,174	2,351	2,500
12	1,662	1,623	2,000

Appendix B - The State's Technology Environment

CURRENT COMPUTING ENVIRONMENT



Appendix B - The State's Technology Environment

Overview of Existing State Operating Environments for Education
Broadly classified into three (3) environments: - Development/Test, Quality Assurance and the Production Environment.

All code changes undergo a three (3) step process to be introduced into production:

1. First, code is developed locally on the developers workstation and tested in the "development" server environment, which is composed of MS SQL (2000 or 2005) database, Microsoft SQL 2000 or 2005 Reporting Services Server, and Windows 2000/2003 server that serves as both application and Web server (IIS 5.0 or 6.0). Work will be performed utilizing tools on the local developer's machine utilizing server based Visual Source Safe (6.0c) for source code control. Contractors will be given Read/Write on all development servers as needed.
2. Second, once development is completed and initially tested, the code is moved to the Quality Assurance (QA) environment. The QA environment mimics the production environment and consists of Load Balanced Web Servers (IIS 5.0 or 6.0), Application Server (Windows 2000/2003), Microsoft SQL 2000 or 2005 Reporting Services Server, and Active/Active Clustered SQL Servers (MS SQL 2000 or 2005). QA pushes/changes are requested through the Remedy system. The installation script(s) and code is then tested. Client(s) perform final User Acceptance Testing (UAT) to verify proper functionality.
3. Finally, once approval has been received, the code changes are promoted by MDIT staff to the Production Environment utilizing the same installation script(s) used for the QA environment. The Production Environment is composed of Load Balanced Web Servers (IIS 5.0 or 6.0), Application Server (Windows 2000/2003), Microsoft SQL 2000 or 2005 Reporting Services Server, and Active/Active Clustered SQL Servers (MS SQL 2000 or 2005). Production pushes and changes to the production environment that could affect other sites in the environment must be requested through the Remedy system.

The current workplace technology for Michigan Department of Education (MDE) environment includes:

Windows 2000 Server SP4 or 2003
Internet Information Services 5.0 or 6.0
SQL Server 2000 Enterprise Edition SP3 or SQL Enterprise Edition 2005
Microsoft SQL 2000 or 2005 Reporting Services
Cisco CSS 11000 series content services switch
SAN (storage area network) technology for data storage
NAS (network area storage) technology for file storage

The following software tools and skills are used:

- Microsoft Visual Studio 6.0 (Visual Basic, Visual FoxPro, and C++)
- Microsoft Visual Studio 2003 (1.1 and 2.0 framework, VB.Net, C#.Net, ASP.Net, and Microsoft SQL Reporting Services)
- Microsoft Visual Studio 2005 (1.1 and 2.0 framework, VB.Net, C#.Net, ASP.Net, and Microsoft SQL Reporting Services)
- Microsoft SQL (2000 & 2005)
- Microsoft Message Queue (MSMQ)
- Microsoft Visual Source Safe (6.0c)
- Microsoft Access 2000 and above
- Microsoft Project
- Microsoft Visio
- HTML
- JavaScript
- XML
- FTP
- SMTP

Appendix B - The State's Technology Environment

State Network Environment

The State of Michigan (SOM) has a very complex network. The network has different perimeter entry points, and an internal network made up of a large Wide Area Network (WAN), a large Metropolitan Area Network (MAN), and three (3) hosting centers located in the Lansing metropolitan area.

Vendor Extranet: This zone allows Contractors to connect to the SOM network via either point to point WAN circuits, or Gateway to Gateway Virtual Private Network (VPN) over the internet. The SOM currently allows Contractors to place their network equipment on our premise, or they can terminate their connection at our Demarcation point (DMARC) at an SBC facility. This zone is separated from the SOM network with a firewall. This access is application only; remote control access is not allowed.

Local Government Extranet: This Zone allows local government entities access to applications on the SOM network. This is provided by the provisioning of separate WAN circuits on the SOM WAN cloud. This zone is separated from the SOM network with a firewall.

SOM Lansing Metropolitan Area Network (LMAN): This is the SOM's high-speed backbone network that is utilized by SOM employees to access SOM resources and internet resources. The backbone is made up of redundant fiber links capable of transporting two (2) GBPS of traffic. Several State buildings as well as the State's three (3) hosting centers are also connected to the backbone thru a distribution layer network.

Agency Internet DMZ: This zone is for public-facing server access to the Internet. This zone is firewall protected from the Internet, as well as from the LMAN. Servers in this zone can connect with 100mb Ethernet. The State currently has Internet services provided by Merit and Sprint to provide redundancy. This zone is available at all three (3) hosting centers.

Appendix C - Information Technology Quality Plan

A. Project Scope

The information technology system modules to be developed and implemented within the scope of this Contract as detailed in section 1.104.K: Information Processes.

B. Deliverable Description

The principle deliverables for each Information Technology (IT) module are identified in this Quality Plan in section G – Project Deliverables by Phase. Deliverables described under section 1.103 Technical Environment in this Contract are also required.

C. Acceptance Criteria

Acceptance of these deliverables are defined by Contract provisions and the IT Quality Plan. This includes adherence to the agreed-upon development methodology and standards.

System modules are acceptable when all required deliverables have been approved, system and user acceptance testing is successfully completed and approved, and the software is fully implemented and certified operable in the production environment. Unit testing will include technical review by the Department of Information Technology (DIT) for compliance with security standards, State of Michigan standards and conformance to guidelines on web-based application appearance and function.

Milestones as follows:
Overall system design concept review and acceptance by CCI and DIT for each system module.
For each module:

Biweekly status on progress, discrepancies and issues.
Requirements completion and certification.
Architecture and design certification with DIT.
Software technical review by DIT.
Quality assurance testing and certification.
Implementation operability certification (see 2.105 Performance and Reliability Evaluation (PARE)).
Updated Documentation.

D. Quality Assurance Activities

Test Plan: A thorough test plan will be executed for each system module to be developed. This thorough testing process will ensure the system product meets business requirements and project standards and operates successfully in the deployment environments. The Michigan Department of Education (MDE) assures that user program leaders and staff selected for Quality assurance acceptance testing will be able to devote the time required to assure satisfactory quality of testing.

A qualified DIT staff member will conduct methods and product quality control reviews throughout the project. This person will report independently of the project staff to the Project Manager on methods and standards compliance issues, acceptance of project deliverables, alignment with user requirements, and effectiveness of management controls.

E. Project Monitoring and Control

The principle project control tool is the project schedule. The project will take status checkpoints every week (unless otherwise agreed to with the CCI) during the development process. Control deliverables include formal status report, formal discrepancy/issue log review, review meeting or conference call).

- Project schedule and weekly status reports.
- Ongoing logging and tracking of project issues with timely resolution.
- Rigorous quality assurance process.
- Both continuous observation and scheduled formal overall project progress review sessions for system modules with feedback to the Contractor, CCI and DIT Project Manager.

F. Project Team Quality Responsibilities

As noted earlier, the mechanics of the development cycle require several quality checks by the project team. These include:

- Definition of system module requirements and approval with the client.
- Overall architecture and design review by DIT, including conformance with standards and technology environment requirements, compliance with appearance and web interface requirements, compliance with security requirements and general adherence to industry best practices.
- Adherence to the test plan. Testing against functionality checklists, requirements test scripts, performance benchmarks established as part of the development, system load testing. Formal discrepancy reporting and resolution processing across all stages of testing.
- User acceptance testing of each system module delivered. This includes confirmation that agreed-upon functionality levels and requirements have been achieved.
- Final acceptance testing,
- Formal clearance of all discrepancy and issue logs prior to user acceptance and quality assurance sign off and before production implementation of each module.

G. Quality Plan - Project Deliverables by Phase

The following is a list of all deliverables required for Project Planning. The Contractor may propose alternate software for deliverables that will meet the requirements for the deliverable.

Project Initiation and Planning

Deliverable	Software Used	Responsible
Project Charter	MS Word	DIT IT Project Manager
Quality Plan	MS Word	DIT IT Project Manager
Communications Plan	MS Word	DIT IT Project Manager
Risk Management Plan	MS Word	DIT IT Project Manager
Project Schedule (including tasks for each module updated throughout this Contract)	MS Project	Contract Project Manager
Information technology issue log documenting issues related to the system modules and resolution (updated throughout this Contract)	MS Word	Contract Project Manager

Appendix C - Information Technology Quality Plan

The following is a list of all deliverables required for each system module. The Contractor may propose alternate software for deliverables that will meet the requirements for the deliverable.

Analysis and Design

Deliverable	Software Used	Responsible
Requirements documents with client and DIT sign-off	MS Word	Contract Project Manager
Technical Environment Architecture	MS Word	Contract Project Manager
Module System Design	MS Word	Contract Project Manager
Physical Data Model	Visio	Contract Project Manager
System and module Test Scripts including performance benchmarks and load balancing. User Acceptance Test Scripts	MS Word	Contract Project Manager
Design technical sign-off with DIT Project Manager	MS Word	Contract Project Manager DIT IT Project Manager

Construction and Testing

Deliverable	Software Used	Responsible
Software source code and deployment files	Selected Development Software	Contract Project Manager
Implementation Plan for Testing	MS Word	Contract Project Manager
Software Technical Review with DIT sign-off	MS Word	Contract Project Manager
Completed module testing and results logged.	MS Word	Contract Project Manager
Completed System Testing and results logged	MS Word	Contract Project Manager
Training Plan and materials for client user testing	MS Word	Contract Project Manager
On-line Help	Robo Help	Contract Project Manager
Completed Client User Acceptance Testing and results logged	MS Word	Contract Project Manager
Client User Acceptance Sign Off	MS Word	Contract Project Manager DIT IT Project Manager
Quality Assurance Review Sign Off with DIT	MS Word	Contract Project Manager DIT IT Project Manager
Software Deployment and Implementation Plan	MS Word	Contract Project Manager

Implementation

Deliverable	Software Used	Responsible
Production software source code and deployment files	Selected Development Software	Contract Project Manager
Software and Database Deployment to Production	Production Servers Updated	Contract Project Manager DIT IT Project Manager
Training Plan and materials	MS Word	Contract Project Manager
User Training Sessions Completed	MS Word	Contract Project Manager
Implementation Problems\Issues Logged and resolved	MS Word	Contract Project Manager
Lesson Learned Discussion and Documentation Corresponding Standards/Procedures Updated	MS Word	Contract Project Manager DIT IT Project Manger
30-90 Day Post Implementation Review certification with client	MS Word	Contract Project Manager DIT IT Project Manger

Final Documentation

Deliverable	Software Used	Responsible
Upon Contract completion, Technology Transfer to DIT project staff on all system components completed including necessary training and documentation	MS Word	Contract Project Manager
Maintenance and Support Plan	MS Word	Contract Project Manager
Enhancements Log	MS Word	Contract Project Manager

Quality Plan - System Test Plan

Objectives of the System Test Plan

The objective of the system test plan is to verify that the system operates correctly under a variety of data conditions and ensure that the navigation through the system is consistent and the system will perform successfully and provides the flexibility and components the user has requested. System testing includes testing the interfaces between other systems and correctness of inputs and outputs.

The testing standard defines the order of testing, test types to be executed and roles involved.

Method of Testing

The test methodology is to verify that the entire process is correct and understandable to the user. The navigation of the system will be checked to confirm that it is straightforward and easy for the user to follow. The Graphical User Interface (GUI) will be checked to ensure that the system was designed with conformance to State standards on web-based application appearance and function.

The performance of the system will be checked using a database with a typical load of data and checking response time of processing and retrieval. The uploading/downloading of data, modification, deleting and printing reports will be tested.

All levels of the security system will be checked to confirm that users are limited to the functions assigned to their groups.

Overall Plan

Testing Schedule
The testing schedule for each module will be defined in the project schedule.

Testing Materials

Test Checklists and Test Script Scenarios
To assure completeness of testing, checklist and test script scenarios will be documented after the module business requirements are finalized. The purpose is to itemize all test cases which must be executed to certify that the system meets business requirements, architecture and design standards.

Test Data
A copy of the production database will be replicated to the testing database environment as needed to facilitate thorough testing. System interface modules will also be used to populate test data. Test data will also need to be created to ensure all test cases are executed.

Criteria for Passing Tests
All test cases are required to pass unless otherwise specified in the test script. Success of the entire system will be judged by tester's satisfaction that the new system performs satisfactory and the GUI is consistent and understandable to the user.

For further information on Test Failures see the Procedure Control section of this document.

Procedure Control

Test Initiation
Testing will proceed following successful installation of the system setup and implementation in the appropriate test environment.

Test Execution
The testers will execute all test cases within the timeframe scheduled.

Test Failure
Any test not passing will be logged. All test failures will be corrected by the developer and re-tested. When a given problem is demonstrated to be an isolated one, a re-test of just that module will suffice. Where the problem does or can impact several areas of functionality all affected modules will be re-tested as appropriate.

Test Plan Standard - Scope of Test

	Test Scope	Target of Test	How it is Done	Type of Tests	Role	Testing Process
INTEGRATION	Unit (Objects)	Verify the control flows and the data flows for each module.	Development and executable environment. White-box, black box. GUI testing.	Two (2) & Three (3)	Developer	Use guidelines and test scripts from design phase to complete object level testing. Manually complete checklists to record test results. Maintain objects and retest until successful completion. Document additional test cases needed for complex logic.
	Module	System Module	Executable environment. Black box test.	One (1), Two (2) & Three (3)	Analyst	Following unit testing, Analyst and Developer review test plans and make necessary changes. Analyst conducts testing and records results. Developer makes the necessary code changes. Analyst repeats necessary test cases until successful completion.
	System	Whole system version or release.	Executable environment. Function, performance testing.	Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), & 11	Architect, Developer, DBA, Analyst	System testing will be scheduled before implementation of a system version or release (iteration). Problems are logged for resolution. Developer makes the necessary code changes. Repeat necessary test cases until successful completion.
	User Acceptance	Whole system version or release.	Executable environment Testing at user site with test data.	Two (2), Three (3), Eight (8), & 10	User, Analyst	User acceptance testing will be scheduled after successful module and system testing of a system version or release (iteration). Problems are logged for resolution. Developer makes the necessary code changes. Repeat necessary test cases until successful completion.

Types of Tests

1. Data & Database Integrity Testing

This test focuses on:

- Checking the integrity of the data types used and the referential integrity for the tables in the database; and
- Ensure Database access methods and processes function properly and without data corruption.

Technique

Invoke each database access method and process, seeding each with valid and invalid data (or requests for data).

Inspect the database to ensure the data has been populated as intended, all database events occurred properly, or review the returned data to ensure that the correct data was retrieved.

Completion Criteria

All database access methods and processes, function as designed and without any data corruption.

Tasks

Developer - Test the SQL statements for the input data and the expected results.
DBA - Test the database design for the referential integrity.

2. Function Testing (Including functional regression testing)

This test focuses on:

- Requirements that can be traced directly to components and business rules; and
- Verifying proper data acceptance, processing, and retrieval, and the appropriate implementation of the business rules.

Technique

Execute each module using valid and invalid data, to verify the following:

- The expected results occur when valid data is used;
- The appropriate error / warning messages are displayed when invalid data is used; and
- Each business rule is properly applied.

Completion Criteria

All planned tests have been executed.
All identified defects have been addressed.

3. User Interface Testing

This test focuses on

- Window objects and characteristics, such as menus, fonts, size, position, tree view controls conform to GUI standards.
- Navigation through the system properly reflects business process and requirements.

Technique

Create / modify tests for each window to verify proper navigation.
Prepare a checklist of the GUI Standards to be tested for the window or group of windows.

Completion Criteria

Each window successfully verified to remain consistent with the defined standards.

4. Performance Profiling
This test focuses on:
- Evaluating response times, transaction rates, and other time sensitive requirements; and
- Verifying performance behaviors for designated transactions or business functions under the normal anticipated workload and anticipated worse case workload.

Technique
Use tests developed for Function Testing.
Develop and run scripts on one (1) machine and repeat with multiple clients.

Completion Criteria
Successful completion of the test scripts without any failures and within acceptable time allocation.

5. Load Testing
This test focuses on:
- Verifying performance behaviors, time for designated transactions or business cases under varying workload conditions.

Technique
Use tests developed for Function Testing with varying the number of transactions or number of times the transaction occurs.

Completion Criteria
Successful completion of the tests without any failures and within acceptable time allocation.

6. Stress Testing
This test focuses on:
- Verifying that the target-of-test functions properly and without error under the following stress conditions:
  - Little memory available on the server;
  - Maximum number of clients connected (or simulated);
  - Multiple users performing the same transactions against the same data / accounts; and
  - Worst case transaction volume / mix.

Technique
Use tests developed for Performance Profiling or Load Testing. To test limited resources, tests should be run on single machine, RAM on server should be reduced (or limited).

Completion Criteria
All planned tests are executed and specified system limits are reached / exceeded without the software or software failing.

7. Volume Testing
This test focuses on:
- Verifying that the target-of-test successfully functions under the following high volume scenarios:
  - Maximum number of clients connected all performing the same, worst case(performance) business function for an extended period; and
  - Maximum database size has been reached (actual or scaled) and multiple queries / report transactions are executed simultaneously.

Technique
Use tests developed for Performance Profiling or Load Testing.

Completion Criteria
All planned tests have been executed and specified system limits are reached / exceeded without the software failing.

8. Security Testing
This test focuses on:
- Verifying that a user can access only those functions / data for which their user group is provided permissions; and
- Verifying security requirements are implemented correctly.

Technique
Identify and list each user group and the functions / data each group has permissions for.
Create tests for each user group and verify permissions by logging into the system with different user ids.
Create tests to verify all data handling for inputs/outputs, uploads/downloads meet security requirements.

Completion Criteria
For each known user group, the appropriate function / data are available and all transactions function as expected and run in prior function tests. For rest of the users the service is denied with a log in system administration log file. For all data handling scenarios verify proper security mechanisms are present and tested.

9. Configuration Testing
This test focuses on:
- Verifying that the target-of-test functions properly on the required hardware / software configurations.

Technique
Use Function Test scripts. Open / close various non-target-of-test related software, such as the Microsoft applications, Excel and Word, either as part of the test or prior to the start of the test. Repeat the above process, minimizing the available conventional memory on the client.

Completion Criteria
For each combination of the target-of-test and non-target-of-test software, all transactions are successfully completed without failure.

10. Installation Testing.

This test focuses on:

- Verifying that the software packages for the client and server properly installs onto each required hardware configuration for new installation, reinstallation or updating with new version.

Technique

Manually or develop installation scripts to validate the condition of the target machine.

Completion Criteria

The transactions for the software execute successfully without failure.

11. Integration Testing

This test focuses on:

- Verifying proper integration of the software modules and business rules are followed correctly.

Technique

Use the function test scripts to verify the proper integration of the modules.

Completion Criteria

All transactions for the software execute successfully without failure.

Appendix F - Key Personnel Resume Form

Refer to section 1.201 of this Contract for the key personnel for whom this form is required.

Duplicate this sheet as necessary for all project staff that will provide significant portions of their time to this project.

Title _____
Contract role _____

Contract role	Contractor response
Name	
Employer name	
Described knowledge and experience related to assessment	
Define the role and responsibility for this individual as it would relate to this project	
# Years of previous experience in a comparable role	
Define the projected time this individual will be devoted to this project	
Education/Training/ Certifications	
References	
Briefly describe three (3) projects of comparable size, type (e.g. assessment), and complexity.	
Approximate project begin and end dates of each project	
Approximate project cost	
Define the time devoted to the referenced projects	
Define role and responsibility related to the referenced projects	

Appendix G - Capabilities and Qualifications of Organization

Contractor's statement of compliance with specifications. Complete for each area below: All Contractors must identify chronologically where each requirement, has met specifications, and identify issue or suggestion that Contractor's response addresses.

Contractor must in addition, label in the space provided whether each requirement is (a) Met by the respondent [M], (b) Not Met by respondent [NM], (c) Exceeds the meeting of the requirement [EX], or (d) Responder has a Remark about its capability to perform, i.e., may offer another solution, may explain how the issue is met or exceeded [R].

Performance record	**Specification is Met [M], Not Met [NM], or Exceeded [EX]**	**Contractors remarks, suggestions**	**Evaluator Remarks**
Since 2002, K12 sales exceeding $2,000,000 and total sales volume			
Demonstration of capability in statewide or similar scale program (involving at least 500,000 students at one (1) time)			
Scanning capacity			
Hand Scoring capacity			
Automated Scoring capacity			
Existing systems related to the technical modules listed in Section O			
Number of Psychometricians and their experience in years with large-scale assessment			
Experience in Rasch IRT			
Experience in 3PL IRT			
Experience with various methods of equating (vertical and horizontal)			
Experience with various methods of standard setting			
Experience with conducting bias/content review meetings			

Appendix G - Capabilities and Qualifications of Organization

List three (3) K-12 Customers	Name, contact	Phone, email	Description of work completed for customer
Customer one (1)			
Customer two (2)			
Customer three (3)			
a) Years in business and company history			
b) Financial stability financial rating, bank name			
c) Delivery –Capability from previous project			
d) ISO certifications			

Appendix - R

Spring ELPA Administration
Key Milestone Dates – DRAFT

Key Milestone Tasks	Date (m/d)
ELPA Enrollment Collection	
• Enrollment Collection (initial student n count estimates)	12/1-12/14
• Order Accommodated materials	12/1-1/25
• Additional orders	Date of Arrival*—4/21
Changes to ELPA Pre-ID file completed by districts before	1/25
ELPA Teleconference	1st week of February
Assessment Materials Due in District or School	Two Weeks Before 1st Date of Testing
Test Administration	Last 2 weeks of March through end of April
Last Date for Districts Return ELPA Materials for Scoring	One week after last day of testing
Post Equating Check is Conducted	TBD**
Post Individual Student level Reports	1st and 2nd weeks—June
Paper Reports are Printed and Shipped	2nd and 3rd weeks—June

DEPARTMENT OF MANAGEMENT AND BUDGET, VEHICLE AND TRAVEL SERVICES (VTS)
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES
EFFECTIVE October 1, 2007

MICHIGAN SELECT CITIES *	
Meals and Lodging	
Lodging**	$65.00
Breakfast	8.75
Lunch	8.75
Dinner	21.00
IN-STATE ALL OTHER	
Meals and Lodging	
Lodging**	$65.00
Breakfast	7.25
Lunch	7.25
Dinner	16.50
Per Diem (Departmental approval required)	
Total Per Diem	$76.50
Lodging	45.50
Breakfast	7.25
Lunch	7.25
Dinner	16.50
Group Lunch	$10.25
OUT-OF-STATE SELECT CITIES *	
Meals and Lodging	
Lodging **	Contact Passageways Travel for reservations
Breakfast	11.00
Lunch	11.00
Dinner	22.00
OUT-OF-STATE ALL OTHER	
Meals and Lodging	
Lodging **	Contact Passageways Travel for reservations
Breakfast	8.75
Lunch	8.75
Dinner	20.50
Per Diem (Departmental approval required)	
Total Per Diem	$83.50
Lodging	45.50
Breakfast	8.75
Lunch	8.75
Dinner	20.50
Incidental Costs Per Day (with overnight stay)	$2.00
MILEAGE RATES	
Premium Rate	.485
Standard Rate (State's Mid-Sized Car Cost)	.329

* See select cities listing.
** Lodging available nightly at published rate (state rate), or call the contracted travel agency, receipts are required.

SELECT HIGH COST CITY LIST
TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES
EFFECTIVE OCTOBER 1, 2007

MICHIGAN SELECT CITIES AND COUNTIES

CITIES	COUNTIES
Benton Harbor Charlevoix Detroit Mackinac Island Petoskey St. Joseph	All of Wayne All of Oakland

OUT-OF-STATE SELECT CITIES

STATE	SELECT CITY OR COUNTY AS DEFINED
ARIZONA	Sedona Yavapai
CALIFORNIA	Los Angeles (Los Angeles, Orange & Ventura Counties, and Edwards AFB) / Monterey / Napa San Diego / San Francisco Santa Monica / Santa Rosa Yosemite National Park
COLORADO	Aspen / Vail
CONNECTICUT	Bridgeport / Danbury Lakeville / Salisbury New Haven / New London / Groton
DISTRICT OF COLUMBIA	Washington DC (Also the cities of Alexandria, Falls Church, Fairfax & Counties of Arlington, Loundon Fairfax, in Virginia and the Counties of Montgomery and Prince George in Maryland
FLORIDA	Key West / Naples / Palm Beach
ILLINOIS	Chicago (Cook and Lake Counties)
MASSACHUSETTS	Boston (Suffolk County) / Cambridge Martha's Vineyard / Nantucket
MARYLAND	See District of Columbia Annapolis / Ocean City
MINNESOTA	Minneapolis / St. Paul Hennepin County Ramsey County
NEW JERSEY	Cape May / Ocean City
NEVADA	Las Vegas Stateline (Douglas County)
NEW YORK	Floral Park / Garden City Glen Cove / Great Neck Roslyn (Nassau County) Manhattan (the borough of, Manhattan, Brooklyn, Queens, Staten Island) River Head / Ronkonkoma Melville / Smithtown / Huntington Station, Suffolk
PENNSYLVANIA	Philadelphia
RHODE ISLAND	Jamestown / Middletown Newport (Newport County)
UTAH	Park City (Summit County)
VIRGINIA	See District of Columbia
VERMONT	Stowe (Lamoille County)
WASHINGTON	Seattle
WISCONSIN	Wisconsin Dells

Appendix U

The Michigan English Language Proficiency Assessment Style Guide

Draft

January 2008

MICHIGAN Department of Education

Appendix U

Appendix U

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Appendix U

General Editing Guidelines

Refer to the *Chicago Manual of Style, 15th Edition,* for any style issues not covered in this style guide.

1.0 Abbreviations

- For time, use the small caps A.M. and P.M. with periods.
- For dates, use small caps BCE (Before the Common Era) and CE (Common Era) without periods.

2.0 Capitalization and Names

- **Earth**
  Capitalize "Earth" when used as the name of the planet and do not use the word "the" before it.
  Ex.: "We all live on Earth."
  Lowercase "earth" when used in reference to soil.
  Ex.: "Farmers use tractors to move earth."
- **Ethnic groups**
  When referring to ethnic groups within the United States, do not use a hyphen between the place-of-origin adjective and "American." (African American, Asian American)
- **Subjects**
  Subjects (history, biology, math) other than languages (Spanish, English) should be lowercased when referred to in a general way.
  Ex.: Sarah likes chemistry class.
  Ex.: Jin is running late for Spanish class.
- **Titles (for people)**
  Titles are capitalized only when they precede a personal name. Titles are usually lowercased when they follow a name, with the exception of the President of the United States.
  Ex.: "President George Bush"
  Ex.: "The President lives in the White House."

3.0 Emphasis Words

- The following terms will be emphasized in stems: *probably*, *most likely*, *mainly*, and *not*.
- Emphasis style for Levels I and II is bold.
  Emphasis style for Levels III, IV, and V is italics.
- Words and terms tested in vocabulary-in-context items will be underlined in the stem and in the passage.

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4.0 Grammar, Spelling, and Usage

- **Animals**
  References to animals should be "it" on the second reference, not "him" or "her." An exception to this rule is if the animal has a name; i.e., if it is a character's pet or if the animal is a character in a story. In these cases, use of male or female pronouns is acceptable.

- **Contractions**
  Contractions should not generally be included in Levels I and II reading passages or passage comprehension items. Occasional use of common contractions is acceptable. Contractions may be used in reading passages for Levels III, IV, and V when being used as dialogue but should not be used in passage comprehension items.

- **Flier vs. Flyer**
  "Flier" is the spelling to be used when referring to a notice.

- **Foreign Words and Terms**
  Foreign words and terms are to be set in italics. Try to avoid when emphasis words are italicized.

- **Possessives**
  The possessive of a name ending in s is always indicated by an apostrophe plus s after the name. For example: "Luis's books."

- **Program Name**
  - English Language Proficiency Assessment (ELPA)
  - On second reference, call it "the ELPA."

- **References to Authors, Narrators, and Writers**
  At Levels I and II, use the word "writer."

  At Levels III, IV, and V, the writer of a:
  - story is an "author."
  - section of prose is an "author."
  - flier is a "writer."

  Use the word "narrator" when the character who is telling the story refers to himself or herself as "I."

- **References to Passages**
  In all grades refer to the passage as:
  - "Passage" if it is informational
  - "Story" if it is literary

- **Telephone Numbers**
  Telephone numbers must be authorized before inclusion in passages.

Appendix U

- **Titles of Books, Magazines, and Works of Art**
  These are to appear in italics.

- **Website**
  The term "website" should be one word and lowercased. Verify website addresses.

5.0 Punctuation

- **Colons**
  A heading is followed by a colon if the text after the heading contains a list.

- **Commas and Conjunctions**
  A comma is used before "but" and "and" when the word separates two independent clauses.

- **Commas Following Introductory Phrases**
  A comma is used following an introductory phrase in most cases.

- **Ellipses**
  Ellipses should be written as "space dot space dot space dot." (. . .)

- **Hyphens/Dashes**
  When used in running text, there should be no space before or after hyphens, en dashes, and em dashes.

  - Hyphen: A hyphen (-) is used in compound words and names and in word divisions.
    Ex.: "a left-handed man" (Do not hyphenate "a man who is left handed")
  - Hyphen: A hyphen (-) is used to separate numbers that are not inclusive, such as telephone numbers, social security numbers, and ISBNs.
    Ex.: 1-888-293-3151
  - En dash: An en dash (–) is used when showing inclusive numbers.
    Ex.: "The charts are located on pages 5–10."
  - Em dash: The most common use of em dashes (—) is to amplify or explain some element in a sentence.
    Ex.: "Three of my friends—John, David, and Scott—all made the basketball team this year."

- **Serial Commas**
  Commas are used after every item in a series and before the final "and."
  Ex: I like to go hiking, canoeing, and camping.

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6.0 Stems/Options (Answer Choices)

- If the stem is open (that is, if it ends in an em dash), the options start in lower case unless the first word is a proper noun. The options end with a period.

- If the stem is closed (that is, if it ends in a question mark), options begin in upper case. The options have end punctuation only if they are complete sentences.

- Command-type options do not have end punctuation when they follow a stem that ends in a question mark.

- Options:
  - For Levels I and II, option bubbles appear in the test booklet.
  - For Levels III, IV, and V, option letters **A, B, C, D** appear in the test booklet (boldface, without periods or parentheses).

Appendix U

Formatting

1.0 Authors' names

- Authors' names will not be included for literary and informational passages.

2.0 Font

- Level I items that contain single letters as options (Letter Recognition Reading items) should be set in Helvetica Bold 30-point font.
- The font in all other Level I items that contain text and in all Level II items is Helvetica 15 point.
- The font for text in all Level III, IV, and V items is Stone Serif 10.5 point.

3.0 Line Numbers

- Lines and paragraphs are not numbered except in poetry (for Levels III, IV, and V). Every 5th line of a poem should be numbered, beginning with line 5.

4.0 Orphans

- Orphans should be avoided in stems and options, especially small words of four characters or less.

5.0 Superscripts

- Do not use superscripts in ordinal numbers.
  Ex.: "I am 5th in line." NOT "I am 5th in line."

Appendix U

References

Reference books used for the assessment should be currently in print to ensure that they reflect current usage of the language.

Primary grammar: *The Chicago Manual of Style*, 15th Ed.
Secondary grammar: *The Gregg Reference Manual*, 9th Ed.

Primary dictionary: *The American Heritage Dictionary*, 4th Ed.
Secondary dictionary: *The American Heritage College Dictionary*, 4th Ed.

Appendix V: Contract Report Outline

This Contract Report encompasses this entire Contract, with updates to the technical report for each cycle. Those items in green are descriptions of the processes that remain static across the span of the Contract Report. Items in red are items that are updated for each cycle in an addendum to the volume. Items are delineated as the responsibility of Office of Educational Assessment and Accountability (OEAA), the *Development* Contractor (DC), or the *Administration* Contractor (AC).

Three (3) volumes are written for this Contract. Volume I gives background on the programs covered by this Contract.

Volume II describes and analyzes the processes used during this Contract, providing a historical record of and recommendations to improve the programs over the span of this Contract.

Volume III is a more traditional technical report containing descriptions of and summaries of psychometric and statistical procedures and analyses conducted over the life of this Contract.

Volumes II and III describe and analyze the quality control processes used by the Contractor and OEAA to assure high quality products, providing protocols and recommendations for monitoring program quality.

- Volume I: Background (OEAA)
  - Organizational Structure of Michigan Schools
  - Statewide Testing and Accountability Programs
  - Descriptions of Current and Planned Assessments
  - Appropriate Uses for Scores and Reports
    - Individual Student Reports
    - School, District, Intermediate School District (ISD), and State Reports
  - Organizations and Groups Involved
    - Michigan Government
      - Michigan State Board of Education (SBE)
      - Michigan Department of Education (MDE)
        - Office of Educational Assessment & Accountability (OEAA)
        - Office of Educational Technology
      - Department of Information Technology (DIT)
      - Center for Educational Performance and Information (CEPI)
    - Contractors
      - *Administration* Contractors and subcontractors
      - *Development* Contractors and subcontractors
    - Educators
    - Technical Advisory Committee (TAC)

- Volume II: Operations (AC, except as noted)
  - Project Management
    - Scheduling
      - Original Schedule
      - Implemented Schedule
      - Classification of significant changes to schedule, e.g.,
        - Risks
        - Conflicts
        - Infeasibilitiy
      - Comparisons and recommendations for improvement

- Issue Tracking
  - Listing of significant issues
  - Summary of significant issues
  - Recommendations to reduce issues in future cycles
- Contract Changes
  - Listing of Contract change requests
  - Recommendations to reduce Contract changes in future cycles

Item Banking (DC)

- Quality control protocols
- Variables gathered
  - Metadata
  - Statistical data
- Item bank capacities
  - Item development
  - Test development
    - Test maps
    - Test booklets
  - Integrated alignment
    - Webb analyses
    - Other analyses
- Summary of items in bank
  - By grade, subject, and content standard
  - Item development needs

Development/Production Activities

- Information Technology
  - Modules developed
  - Modules already developed
  - Requirements gathering
  - Development
  - Testing
  - Implementation
  - Support
  - Training/Help
  - Maintenance
- Item Development (DC)
  - Quality control protocols
  - Item Writing
    - Protocols
    - Alignment
    - Rangefinding
    - Summary of participants
    - Summary of results

  - Item Review
    - Protocols
    - Alignment
    - Summary of participants
    - Summary of results
- Test Development (DC)
  - Quality control protocols
  - Test blueprints
  - Forms pulling
  - Summary of forms development

- Test maps
- Numbers of forms developed by subject
- Recommendations for improvement
- Accommodations (AC in coordination with DC)
  - Types of accommodated materials developed
  - Protocols for development
  - Timelines for developments by type
  - Summary of development by type
  - Issues
  - Numbers
- Recommendations for improvement
- Development of Ancillary materials
  - Manuals
  - Answer documents
  - Released tests
- Production of test materials
  - Estimating materials needs
  - Production of materials
  - Summary of all materials produced
  - Materials appendix including one set of all materials produced

Administration Activities

- Forms distribution (sampling) plan
- Pre-Identification of students (spray-on and labels)
  - Public schools
  - Private schools
  - Summary of Pre-ID
    - Numbers pre-ID'd through spray on and labels
    - Problematic districts
    - Recommendations for improvement
- Packaging & Distribution
  - Quality control protocols
  - First round
  - Additional orders
  - Summaries
    - Numbers (and distributions by shipment) of
      - first round and additional order materials shipped
    - Additional production
      - By subject, grade, and material type
      - Problematic districts
    - Extra materials remaining
      - By subject, grade, and materials type
      - Problematic districts
- Site monitoring
  - Protocols
  - Sites monitored
  - Summary of issues identified during site monitoring
  - Recommendations for improvement
    - Administration protocols
    - Ethical guidelines
    - Site monitoring protocols
- Materials receipt and tracking
  - Quality control protocols
    - Regular receipts
    - Exceptional receipts

- Late shipments
- Delayed or no return of secure materials
- Summaries
  - Numbers of materials received
  - Numbers of materials not returned without follow-up
    - Problematic districts
  - Discrepancies between materials shipped number tested
    - Problematic districts

Handscoring
- Rangefinding (if needed)
- Training
- Hiring requirements
- Monitoring
  - Validity
  - Reliability
- Performance requirements
- Rescoring requirements
- Results summaries
  - Scorer characteristics
  - Numbers of items/essays scored by grade and subject
  - Dismissal and rescoring

Materials processing—a separate section each for…
- Scanning, erasure analyses, MC scoring, rangefinding (if needed)
  - logging, tested roster
- Quality control protocols
- Summaries
  - Issues with materials processing
  - Summaries of problematic districts with erasures
    - (details in psychometric volume)
  - Summary of handscoring results and problems
    - High level summary of psychometrics
      - (details in psychometric volume)
    - Scoring alerts
    - Child in danger alerts
  - Districts not checking tested roster
  - Changes requested in tested roster
    - Problematic districts

Reporting activities
- Quality control protocols
  - Contractor protocols
    - Listing of issues identified
  - Customer Acceptance Testing (CAT)
    - Test Deck
    - Live Data
    - Post-release
    - Listing of issues identified in CAT
- Production
  - Electronic data file production
  - Print production
- Posting
- Distribution
- Listing of issues with reporting
- Recommendations for improvement

- Adequate Yearly Progress and EducationYES
  - Quality Control
  - Appeals
- Ethical violations allegations and resolutions log

Volume III: Psychometrics & Technical Analyses (AC except as noted)

- Test development analyses (DC)
  - Target characteristics
    - Alignment
    - Distributions of p-values, pt-bis correlations
    - Distributions of IRT parameters
    - Projected SEM/Information curves
    - Projected reliability
    - Projected classification accuracy
    - Pre- vs. post-equating needs
  - Actual characteristics (as listed under target characteristics)
- Erasure analyses
  - Analysis procedures
    - Ratio of erasures to all responses
    - Ratio of wrong-to-right erasures versus all erasures
    - Simultaneous analysis
    - Unweighted analyses
    - Weighted analyses (weight = inverse distance to proficient previous year)
  - Data file description
    - Student level
    - Aggregate level
  - Summaries
    - Distributions of erasure and Scatterplots of ratio statistics at
      - Student/grade/subject level
      - Group/grade/subject code level
      - School/grade/subject level
      - District/grade/subject level
    - Scatterplots of erasure ratio statistics
    - Cutoff values for identifying problems
    - Problematic results
      - Districts
      - Schools
      - Groups
- Handscoring analyses
  - Validity
  - Reliability
  - Consistency
  - Rater harshness (FACETS analysis)
- Model fit
  - Summary results
  - Comparisons to other models
- Scaling and Equating
  - Quality control protocols
  - Cross-sectional analyses
  - Longitudinal analyses
  - Results

- Cross-sectional
  - Equating quality/equating error
  - Distributions of scale scores (with cuts superimposed)
  - Percentages in performance categories
  - Cohort to cohort changes (means, SDs, % in PL, % proficient)
    - Statewide
    - District distributions
    - School changes
- Longitudinal results
  - Statewide transition tables
  - Statewide distributions of progress scores
  - Statewide distributions of progress levels

Reliability
- Cross-sectional
  - SEM/Information curves (with cuts superimposed)
  - Internal consistency reliability
  - Empirical IRT reliability
  - Classification consistency
- Longitudinal
  - Classification consistency

Validity
- Construct
  - Alignment
  - Item review
  - Small and large sample comparability analyses of accommodations
  - Cross-sectional classification accuracy (Martineau, 2007)
  - Longitudinal classification accuracy (extension of Martineau, 2007)
  - DIF analysis, including ICCs and option boxplots by group
  - SEM analyses of reduction of relationship between achievement and demographics when accounting for prior achievement on same or other subjects
- Consequential
  - Surveys of test score uses
  - Surveys of test score impacts

Item analysis
- Types of analysis by
  - Operational items
  - Field test items
  - Pilot test items
- Results

Standard Setting
- Plans
- Results

Adequate Yearly Progress and EducationYES (OEAA)
- Methods
- Results

Cheeney Media Concepts
2/10/2009

Appendix V - CMC2 Michigan ELPA
ELPA Printing, Distribution, Scoring and Reporting Pricing
Test Cycle Pricing For Spring 2009 thru Spring 2011
All Quantities Are Estimates for Bidding Purpose Only. Contractor Must Get Written Approval for Quantities from MDE Before Beginning Tasks.
All prices are stand-alone. Any changes in quantities for any line item shall not effect that line item price/rate nor any other line item price/rate.

Description	Unit Type	Estimated Units Per Year: Quantity	Units/Qty	Total Units	Spring 2009: Price Per Unit	Estimated Sum	2009-10 Screener: Price Per Unit	Estimated Sum	Spring 2010: Price Per Unit	Estimated Sum	2010-11 Screener: Price Per Unit	Estimated Sum	Spring 2011: Price Per Unit	Estimated Sum	Estimated Contract Sum
		(A)	(B)	(C) = (A)*(B)	(E)	[(C)*(E)]	(F)	[(C)*(F)]	(G)	[(C)*(G)]	(H)	[(C)*(H)]	(I)	[(C)*(I)]	[(C)]*[(E)+(F)+(G)+(H)+(I)]
DIRECT COSTS															
General Administration															
PDCA Progress Reports	each	12	1	12	$ 170.00	$2,040	$ -	$0	$ 187.00	$2,244	$ -	$0	$ 206.00	$2,472	$6,756
PDCA Management Meetings	meeting	6	1	6	$ 2,500.00	$15,000	$ -	$0	$ 2,750.00	$16,500	$ -	$0	$ 3,025.00	$18,150	$49,650
PDCA Records and Minutes	each	1	1	1	$ 8,250.00	$8,250	$ -	$0	$ 9,075.00	$9,075	$ -	$0	$ 9,983.00	$9,983	$27,308
General Indirect Cost	test cycle	1	1	1	$ 29,020	$29,020	$ 2,904.00	$2,904	$ 26,185	$26,185	$ 3,300.00	$3,300	$ 23,079	$23,079	$84,488
GENERAL ADMINISTRATION SUBTOTAL						**$54,310**		**$2,904**		**$54,004**		**$3,300**		**$53,684**	**$168,202**
Preparing Accommodation Materials															
ELPA Screener*															
Design and Compose Braille Versions	booklet	3	1	3			$ 2,047.00	$6,141			$ 2,252.00	$6,756			$12,897
Assessment Administration Booklets for Braille	booklet	6	1	6			$ 488.00	$2,928			$ 537.00	$3,222			$6,150
Audio Scripts - Screener for audio accommodations	booklet	5	1	5			$ 1,355.00	$6,775			$ 1,491.00	$7,455			$14,230
Audio Scripts - Screener for Listening	booklet	18	1	18			$ 1,157.00	$20,826			$ 1,273.00	$22,914			$43,740
Audio Accommodation Masters - For Accommodation								$0				$0			$0
General Audio Master creation (regardless of media format)	booklet	5	1	5			$ 2,406.00	$12,030			$ 2,647.00	$13,235			$25,265
CD Master (rate only dependent on General Audio Master work occurring)	booklet	5	1	5			$ 246.00	$1,230			$ 271.00	$1,355			$2,585
Master specific for audio cassette duplication (rate only dependent on GeneralAudio Master work occurring)	booklet	5	1	5											$0
Audio Accommodation Masters - For Listening:							$ -	$0			$ -	$0			$0
General Audio Master creation (regardless of media format)	booklet	18	1	18			$ 1,033	$18,594			$ 1,136	$20,448			$39,042
CD Master (rate only dependent on General Audio Master work occurring)	booklet	18	1	18			$ 246	$4,428			$ 271	$4,878			$9,306
***Spring ELPA* ***															
Design and Compose Braille Versions	booklet	3	1	3	$ 2,047.00	$6,141			$ 2,252.00	$6,756			$ 2,477.00	$7,431	$20,328
Assessment Administration Booklets for Braille	booklet	6	1	6	$ 488.00	$2,928			$ 537.00	$3,222			$ 591.00	$3,546	$9,696
Audio Scripts - Spring ELPA for audio accommodations	booklet	5	1	5	$ 1,305.00	$6,525			$ 1,436.00	$7,180			$ 1,580.00	$7,900	$21,605
Audio Scripts - Spring ELPA for Listening	booklet	18	1	18	$ 1,195.00	$21,510			$ 1,315.00	$23,670			$ 1,447.00	$26,046	$71,226
Audio Accommodation Masters - For Accommodation				0		$0				$0				$0	$0
General Audio Master creation (regardless of media format)	booklet	5	1	5	$ 3,115.00	$15,575			$ 3,427.00	$17,135			$ 3,770.00	$18,850	$51,560
CD Master (rate only dependent on General Audio Master work occurring)	booklet	5	1	5	$ 246.00	$1,230			$ 271.00	$1,355			$ 298.00	$1,490	$4,075
Master specific for audio cassette duplication (rate only dependent on GeneralAudio Master work occurring)	booklet	5	1	5	$ 476.00	$2,380				$0				$0	$2,380
Audio Accommodation Masters - For Listening:				0	$ -	$0			$ -	$0			$ -	$0	$0
General Audio Master creation (regardless of media format)	booklet	18	1	18	$ 1,033	$18,594			$ 1,136	$20,448			$ 1,250	$22,500	$61,542
CD Master (rate only dependent on General Audio Master work occurring)	booklet	18	1	18	$ 246	$4,428			$ 271	$4,878			$ 298	$5,364	$14,670
Master specific for audio cassette duplication (rate only dependent on GeneralAudio Master work occurring) (Not After Spring 09)	booklet	18	1	18	$ 476	$8,568									$8,568
SUBTOTAL Preparing Accommodation Material						**$87,879**		**$72,952**		**$84,644**		**$80,263**		**$93,127**	**$418,865**
Testing Materials - ELPA Screener*															
Level I Braille Only Non-Scanning Test Booklet Braille Only Non-Scanning Test Booklet (Not After Spring 09)	booklet	0	1	0			$ -	$0			$ -	$0			$0
Level II Braille Only Non-Scanning Test Booklet Braille Only Non-Scanning Test Booklet (Not After Spring 09)	booklet	0	1	300			$ 1,275	$382,500			$ 1,275	$382,500			$765,000
Print-To-Braille Correspondence Document - Screener	document	3	1	3			$ 895.00	$2,685			$ 985.00	$2,955			$5,640
SUBTOTAL ELPA Screener Materials						**$0**		**$7,395**		**$0**		**$8,139**		**$0**	**$15,534**

Cheeney Media Concepts
2/10/2009

		Estimated Units Per Year			Spring 2009		2009-10 Screener		Spring 2010		2010-11 Screener		Spring 2011		Estimated Contract Sum
	Unit Type	Quantity	Units/Qty	Total Units	Price Per Unit	Estimated Sum	Price Per Unit	Estimated Sum	Price Per Unit	Estimated Sum	Price Per Unit	Estimated Sum	Price Per Unit	Estimated Sum	
Testing Materials - Spring ELPA*															
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]			[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]			[illegible]	[illegible]	[illegible]
Print-To-Braille Correspondence Document - Spring ELPA	document	3	1	3	$ 814.00	$2,442			$ 895.00	$2,685			$ 985.00	$2,955	$8,082
SUBTOTAL Spring ELPA Materials						**$13,908**				**$9,120**				**$10,034**	**$33,062**
Misc. Administration (Bidder may insert additional lines if needed. Please describe.)															
Online Learning Programs -															
a. ELPA Reports-Understanding, Interpreting & Using ELPA Results	online	1	1	1	$ 35,591.00	$35,591			$ 8,898.00	$8,898			$ 9,788.00	$9,788	$54,277
b. OEAA Secure Site	online	1	1	1	$ 22,415.00	$22,415			$ 9,965.00	$9,965			$ 10,962.00	$10,962	$43,342
c. How to Use the Scoring Rubrics for the ELPA Writing Constructed –	online	1	1	1	$ 39,240.00	$39,240			$ 11,542.00	$11,542			$ 12,696.00	$12,696	$63,478
f. ELL Instructional & Assessment Accommodations	online	1	1	1	$ 30,960.00	$30,960			$ 7,740.00	$7,740			$ 8,514.00	$8,514	$47,214
g. Guidelines for Determining ELL Participation in State Assessment	online	1	1	1	$ 25,776.00	$25,776			$ 6,500.00	$6,500			$ 7,100.00	$7,100	$39,376
						$0									
7. Archival System	each	1	1	1	$ 11,400.00	$11,400			$ 4,560.00	$4,560			$ 5,016.00	$5,016	$20,976
8. ELPA Webcast (spring & fall)	each	1	1	1	$ 16,100.00	$16,100			$ 18,516.00	$18,516			$ 21,292.00	$21,292	$55,908
9. Production of Camera-Ready ELPA Support Materials -						$0									
ELPA Coordinator & Assessment Administrator Manual Screener	document	1	1	1	$ 29,844.00	$29,844			$ 32,828.00	$32,828			$ 36,111.00	$36,111	$98,783
ELPA Coordinator & Assessment Administrator Manual Spring ELPA	document	1	1	1	$ 29,844.00	$29,844			$ 32,828.00	$32,828			$ 36,111.00	$36,111	$98,783
Training Sections of the ELPA Administrator Manual	document	1	1	1	$ 17,454.00	$17,454			$ 19,199.00	$19,199			$ 21,120.00	$21,120	$57,773
ELPA Guide to Understanding, Using, and Interpreting ELPA Reports	document	1	1	1	$ 17,856.00	$17,856			$ 19,642.00	$19,642			$ 21,606.00	$21,606	$59,104
		1													$0
Misc Line Items Billed Under Questar contract	various					($43,858)									($43,858)
MISC. ADMINISTRATION SUBTOTAL						**$232,622**		**$0**		**$172,218**		**$0**		**$190,316**	**$595,156**
DIRECT COST SUBTOTAL						**$388,719**		**$83,251**		**$319,986**		**$91,702**		**$347,161**	**$1,230,819**