



STATE OF UTAH
CONTRACT AMENDMENT

USOE Log# 4093
AMENDMENT # 2

To CONTRACT 136199

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, Office of Education, referred to as STATE and, American Institutes for Research, referred to as CONTRACTOR.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Purpose of amendment: To clarify the scope of work regarding safeguards and protection of student level data.

1. Contract period:

02/01/2013 (original starting date)
01/31/2018 (current ending date)
n/a new ending date

2. Contract amount:

\$ 40,010,593.00 (current contract amount)
\$ 0.00 (amendment amount)
\$ 40,010,593.00 new contract amount
(add current amount to amendment amount)

3. Other changes: (attach other sheets if necessary):
Attachment C: AIR/USOE Understandings

4. Effective Date of Amendment: 03/15/2014

All other conditions and terms in the original contract and previous amendments remain the same.

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

CONTRACTOR

Handwritten signature of Vickie L. Brooks, dated 3/13/14

Contractor's signature

Vickie L. Brooks, Contract Officer
Type or Print Name and Title

STATE

Handwritten signature of Bruce Williams, dated 3/21/14

Bruce Williams, Assoc. Superintendent Date

Handwritten signature of Kent D. Beers, dated 4-1-14

Kent D. Beers, Director Date

Division of Purchasing

CONTRACT RECEIVED AND PROCESSED BY DIVISION OF FINANCE APR 14 2014

Sheri Witucki, Contract Analyst Date

Division of Finance

Handwritten signature of Gary Belliston, dated 3-19-14

Gary Belliston, Director Date

USOE Accounting

STATE PURCHASING/ MAR 28 2014/ 11:57 AM

**Amendment #2 to Contract 136199
American Institutes for Research/ Utah State Board of Education
March, 2014**

The purpose of this contract amendment is to clarify the scope of work specified in the original contract and amendments between the Utah State Office of Education (USOE) and American Institutes for Research (AIR) regarding, specifically, USOE's expectations and the corresponding steps AIR will take to safeguard and protect student level data. Except as specified herein, all original and amended contract requirements, budgets, and terms & conditions remain unchanged and in effect.

Scope of Work

Data Security

AIR shall protect all student level data in a manner that does not permit personal identification of students by anyone except those bound by this agreement and the USOE. AIR shall safeguard, protect, and maintain the confidentiality of any student level data of any kind which come into its possession in the performance of services under this agreement. AIR shall not disclose or redisclose any such data without prior authorization from USOE, the parent, or eligible student. AIR shall comply with FERPA and all other applicable state and federal student privacy laws, and shall maintain any and all personally identifiable information in a manner consistent with such laws. At USOE's option, AIR shall return or securely destroy any such data upon the earlier of either the expiration or termination of this contract.