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Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144

Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

April 11, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Education, Bureau of Accountability and Assessment to enter into a **sole source** contract with the WIDA Consortium at the University of Wisconsin - Madison's Wisconsin Center for Education Research (WCER) (Vendor Code 169353), in an amount not to exceed \$132,500.00 for the authorized use of the ACCESS for ELLs® English language proficiency test for all English language learners, effective upon Governor and Council approval through June 30, 2016. 100% Federal Funds.

Funding is available in the account titled State Assessment-Federal as follows:

	<u>FY16</u>
06-56-56-562110-49930000-102-500731 Contracts for Program Services	\$132,500.00

2. Subject to Governor and Council approval, authorize the Department of Education to include a renewal option in this contract for up to two additional fiscal years, subject to the contractor's acceptable performance of the terms therein.

EXPLANATION

The department is requesting a **sole source** contract with the World-Class Instructional Design and Assessment Consortium (WIDA) for the English language learners proficiency assessment because WIDA is the only vendor with an assessment that takes into account and aligns to New Hampshire College and Career Ready Standards. WIDA is the only assessment consortium to allow member states, including New Hampshire, to determine the level of proficiency necessary to classify a student as a former English language learner, and is the sole provider of any single assessment package for all students, K-12, with multiple levels of difficulty. New Hampshire has been part of the WIDA Consortium, along with 36 other states and territories, since 2004. As a member, New Hampshire is entitled to discounts on screeners, tests and other assessment materials.

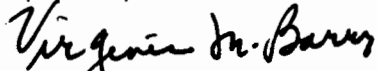
Title I and Title III of the Federal Elementary and Secondary Education Act (The No Child Left Behind Act of 2001 or NCLB) requires local education agencies (LEAS) to provide an annual assessment of English proficiency for all students with limited English proficiency in schools served by the State Educational Agency (SEA).

The WIDA Consortium is a non-profit, cooperative group whose purpose is to develop standards and assessments that meet and exceed the goals of No Child Left Behind (NCLB) and promote educational equity for English language learners (ELLs). Through standards, assessments, research, and professional development, WIDA provides meaningful tools and information to educators working with ELLs that are anchored in research-based practices for serving these diverse learners.

WCER offers specialized evaluation services, on behalf of WIDA, that are designed to assess the progress of children in attaining English proficiency, including a child's level of comprehension in the four recognized domains of speaking, listening, reading and writing and that are aligned with the WIDA English language proficiency standards. As part of these evaluation services, WCER offers the English language test, Accessing Communication and Comprehension in English State to State for English Language Learners under the brand name ACCESS for ELLs®.

In the event Federal Funds no longer become available, General Funds will not be requested to support this program.

Respectfully submitted,



Virginia A. Barry, Ph.D.
Commissioner of Education

VMB:sm:emr



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

April 11, 2016

Virginia Barry, Commissioner
State of New Hampshire
Department of Education
101 Pleasant Street
Concord, NH 03301-3860

Dear Commissioner Barry:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with WIDA Consortium at Wisconsin-Madison's Wisconsin Center for Education Research (WCER), for the authorized use of the ACCESS for ELLs® English language proficiency test for all English language learners, as described below and referenced as DoIT No. 2016-040.

The WIDA Consortium is a non-profit cooperative group whose purpose is to develop standards and assessments that meet and exceed the goals of No Child Left Behind (NCLB) and promote educational equity for English language learners. WIDA provides meaningful tools and information to educators working with English language learners that are anchored in research-based practices for serving these diverse learners. WCER offers specialized evaluation services, on behalf of WIDA, that are designed to assess the progress of children in attaining English language proficiency. WCER also offers the English language proficiency test, Accessing Communication and Comprehension in English State to State for English Language Learners under the brand name ACCESS for ELLs®.

A copy of this letter should accompany the Department of Education's submission to the Governor and Executive Council for approval.

Sincerely;

A handwritten signature in black ink, appearing to read "Denis Goulet", written over a horizontal line.

Denis Goulet

DG/mh
DoIT 2016-040

cc: Chris Hensel, DoIT

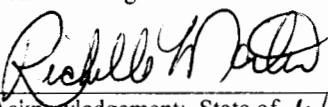
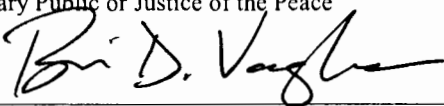
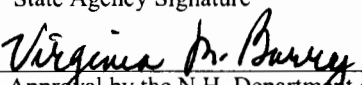
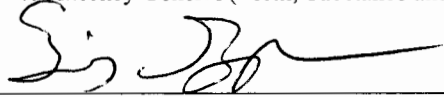
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 101 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Board of Regents of the University of Wisconsin System, through its University of Wisconsin-Madison's Wisconsin Center for Education Research		1.4 Contractor Address 1025 West Johnson Street, Suite 785 Madison, Wisconsin 53706	
1.5 Contractor Phone Number (608) 263-4210	1.6 Account Number 562110-49930000-102-500731	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$132,500.00
1.9 Contracting Officer for State Agency Scott J. Mantie, PhD, Director, Division of Program Support		1.10 State Agency Telephone Number (603) 271-3494	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Richelle Martin Assistant Director, Office of Industrial Partnerships University of Wisconsin	
1.13 Acknowledgement: State of <i>Wisconsin</i> , County of <i>Dane</i> On <i>April 15, 2016</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Brian D. Vaughan, Senior Univ. Legal Counsel</i>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <i>4/15/16</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>4/15/16</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 101 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Board of Regents of the University of Wisconsin System, through its University of Wisconsin-Madison's Wisconsin Center for Education Research		1.4 Contractor Address 1025 West Johnson Street, Suite 785 Madison, Wisconsin 53706	
1.5 Contractor Phone Number (608) 263-4210	1.6 Account Number 562110-49930000-102-500731	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$132,500.00
1.9 Contracting Officer for State Agency Scott J. Mantie, PhD, Director, Division of Program Support		1.10 State Agency Telephone Number (603) 271-3494	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Richelle Martin Assistant Director, Office of Industrial Partnerships University of Wisconsin	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature Date: _____		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (<i>if applicable</i>) By: _____ On: _____			

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH ELP ASSESSMENT – WIDA
AGREEMENT 2016-040
INTRODUCTION**

INTRODUCTION

This memorandum of understanding (MOU) is between the New Hampshire Department of Education (“STATE”) and the Board of Regents of the University of Wisconsin System, through its University of Wisconsin-Madison’s Wisconsin Center for Education Research, (WCER), located at 1025 West Johnson Street, Madison, Wisconsin 53706, affiliated with the University of Wisconsin, an agency of the State of Wisconsin and an institution of higher education (University).

RECITALS

The STATE wishes to become a WIDA Consortium member in order to access the WIDA Consortium Core Package, under the brand name ACCESS for ELLs, including the annual administration of ACCESS for ELLs and related services of WCER and

The University of Wisconsin-Madison’s Wisconsin Center for Education Research, Inc. as holder of the intellectual property rights to the WIDA Consortium Core Package and having obtained a vendor to provide the operational administration of ACCESS for ELLs, wishes to provide the STATE with the intellectual property licenses, assessment administration, and related services for the WIDA Consortium Core Package.

Therefore, in consideration of the foregoing recitals and the mutual covenants set forth below, the STATE and WCER now agree as follows:

1. Agreement Documents

This Agreement is comprised of the following documents:

- A. State Terms and Conditions contained in the Form P-37
- B. Exhibit A – WIDA Consortium Memorandum of Understanding
- C. Exhibit B – Pricing
- D. Exhibit C – Special Provisions
- E. Exhibit D – Attachments
 - i. Schedule A – Statement and Performance of Work
 - ii. Schedule B – Invoice and Payment
 - iii. Schedule C – Education Record Release and Data Use Agreement
 - iv. Schedule D – WIDA Consortium Board
 - v. Schedule E – WCER Standard Security Policies and Procedures
 - vi. Schedule F – WIDA Consortium Employee Confidentiality Agreement
 - vii. Schedule G- Technical Requirements
 - viii. Schedule H – ACCESS for ELLs Data File Descriptions
 - ix. Certificate of Vote
 - x. Certificate of Insurance

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH ELP ASSESSMENT – WIDA
AGREEMENT 2016-040
INTRODUCTION**

2. Order of Precedence

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

- a. The State of New Hampshire Terms and Conditions, Form P-37-Contract Agreement Part 1.
- b. State of New Hampshire, Department of Education Agreement 2016-040, including Exhibits A through D, and all attachments.

2. Agreement Term

The Agreement and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval.

The Contract shall become effective upon Governor and Council approval and extend through June 30, 2016. The Term may be extended annually for one-year extensions, (“Extended Term”) at the sole option of the State, subject to the parties’ prior written agreement on applicable fees for each extended term, up to but not beyond June 30, 2018.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH ELP ASSESSMENT – WIDA
AGREEMENT 2016-040
EXHIBIT A WIDA MEMORANDUM OF UNDERSTANDING**

WIDA Consortium Memorandum of Understanding

This memorandum of understanding (MOU) is between the New Hampshire Department of Education (“STATE”) and the Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin-Madison’s Wisconsin Center for Education Research (WCER).

WCER is the organizational home of the WIDA Consortium (“WIDA”), a multi-state coalition of state educational agencies (SEAs) that acts in collaboration to research, design and implement a standards-based educational system that promotes equitable educational opportunities for English language learners in pre-kindergarten through grade twelve. The WIDA English Language Development Standards form the base of this system. The WIDA English Language Development Standards include the four recognized domains of speaking, listening, reading, and writing, and are based on the academic language content of preK-12 students. SEAs join the WIDA Consortium to obtain the WIDA Consortium Core Package for use by SEAs and local educational agencies (LEAs) within each of their states (see Schedule D, WIDA Consortium Board for definition of “Core Package”).

Title I of the Federal Elementary and Secondary Education Act (The No Child Left Behind Act of 2001 or NCLB) requires LEAs to provide an annual assessment of English proficiency for all students with limited English proficiency in schools served by a State educational agency (SEA).

Title III of NCLB requires LEAs to provide an evaluation to its SEA, which is used by the LEAs and SEA to: improve programs and activities; determine the effectiveness of programs and activities in assisting children who are limited English proficient to attain English proficiency (using State-approved evaluation measures) and meet challenging State academic content and student academic achievement standards; and determine whether or not to continue funding for specific programs or activities.

WCER offers an annual academic assessment of English proficiency as part of the Core Package, on behalf of WIDA, under the brand name ACCESS for ELLs. ACCESS for ELLs is designed to assess the progress of students in attaining English proficiency, including students’ level of comprehension in the four recognized domains of speaking, listening, reading, and writing. ACCESS for ELLs is aligned with the WIDA English Language Development Standards.

STATE has adopted ACCESS for ELLs for its plan to meet STATE’s and New Hampshire’s LEAs’ Title I and III requirements.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH ELP ASSESSMENT – WIDA
AGREEMENT 2016-040
EXHIBIT A WIDA MEMORANDUM OF UNDERSTANDING**

STATE wishes to become a WIDA Consortium member in order to access the Core Package, including the annual administration of ACCESS for ELLs and related services of WCER, and WCER, as holder of the intellectual property rights to the Core Package and having obtained a vendor to provide the operational administration of ACCESS for ELLs, wishes to provide STATE with the intellectual property licenses, assessment administration and related services of the Core Package.

The Parties therefore agree as follows:

TERM

The terms set forth within this MOU are hereby in effect from the date of Governor and Council approval through June 30, 2018.

STATE WIDA CONSORTIUM MEMBERSHIP

STATE shall be a WIDA Consortium Member as a result of approving/adopting (and purchasing) the ACCESS for ELLs assessment for purposes consistent with this MOU. Consequently, STATE is entitled to one seat on the WIDA Consortium Board and to participate in WIDA Consortium Board activities. The operation and expectations of the WIDA Consortium Board is set forth in Schedule D, WIDA Consortium Board.

LEA PROCUREMENT OF RELATED SERVICES

Where applicable, any LEA subject to STATE's oversight shall be entitled to the same rights and benefits granted to STATE in this MOU. WCER will offer any LEA in New Hampshire services related to the use and implementation of the Core Package ("WIDA Services") under the same or similar terms of this MOU. Because of the expense and time associated with negotiating a contract with every LEA for the provision of WIDA Services is cost prohibitive, WCER will only negotiate contracts with LEAs in very limited circumstances. WCER or its subcontractors shall, however, accept any purchase order from a LEA in New Hampshire on the condition that the LEA is joining the terms of procurement stated in this MOU. A LEA and WCER may change the scope of work, program terms and payment terms as mutually agreed. LEA, by joining the terms of procurement in this MOU shall expressly agree that the terms of this MOU shall supersede any conflicting terms that the LEA may attach or incorporate to any contract or purchase order that it issues in relation to the provision of WIDA Services. The terms of this MOU shall take precedence in any purchase order/contract document hierarchy between the parties. Any new terms provided by a LEA not addressed in this MOU shall not be accepted by WCER, unless and until affirmed by written initials and date of authorized WCER representative. A LEA may add the following statement to its purchase

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order/contract to join the terms of procurement in this MOU by reference: “WCER shall provide WIDA Services in accordance with the terms negotiated by the New Hampshire Department of Education in its WIDA Consortium Memorandum of Understanding.”

STATEMENT AND PERFORMANCE OF WORK, INVOICE AND PAYMENT

For satisfactory performance of the services described in the attached Schedule A, STATE shall pay WCER the compensation provided for in Schedule B.

ASSESSMENT PROCEDURES AND SEA OBLIGATIONS

STATE shall establish and implement or cause LEAs to implement, consistent with this MOU, the necessary procedures and policies to administer the annual ACCESS for ELLs assessment in New Hampshire, including policies and procedures to maintain the security and secure nature of the ACCESS for ELLs assessment within New Hampshire. STATE acknowledges that timely administration of ACCESS for ELLs requires adherence to administration procedures by LEA personnel. STATE shall cooperate and provide assistance to WCER in any dispute that it may have with a LEA in New Hampshire related to the provision of services under this MOU.

SUBCONTRACTORS

STATE acknowledges that only subcontractors of WCER that directly provide services to STATE, as part of the Core Package, are covered by the provisions of this MOU. WCER shall obtain all subcontractors in accordance with State of Wisconsin and University of Wisconsin procurement laws and rules. In light of the preceding, STATE further acknowledges that due to the multistate nature of the WIDA Consortium, i.e. WCER providing the same services to multiple states, it is not practical or economically feasible to require WCER’s subcontractors to meet each of the WIDA Consortium member state’s specific subcontractor requirements. Any specific requirements that STATE may place on WCER’s subcontractors that goes beyond State of Wisconsin and University of Wisconsin procurement laws and rules may result in additional costs to STATE.

STATE acknowledges that WCER will obtain a vendor and has selected Data Recognition Corporation to provide the annual printing, distribution, scoring and reporting (the “PDSR Contractor” or “DRC”) of the ACCESS for ELLs assessments. WCER obtained the PDSR Contractor through an open competitive bidding process, proposal no. 15-5335, Amendment no. 2 (the “PDSR Contractor RFP”).

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INTELLECTUAL PROPERTY OWNERSHIP AND LICENSE

WCER and the Board of Regents of the University of Wisconsin System, on behalf of the WIDA Consortium, own the copyrights of all works covered under this agreement (collectively the “WIDA Works”). This agreement does not convey any exclusive rights, title or interest in or to the WIDA Works to STATE. Because WCER makes these materials available to all WIDA Consortium member states, STATE shall not take any actions that would limit or restrict access to the materials by other states or otherwise adversely affect the proprietary nature of the WIDA Works.

Unless otherwise expressed in writing, STATE shall retain all rights in training and other materials developed by STATE. Any specific works that WCER develops and delivers solely for STATE shall be expressly agreed upon in writing and shall be on a work made for hire basis with STATE retaining ownership of the works.

The WIDA Works includes the following works:

1. ACCESS for ELLs English language proficiency test (“ACCESS for ELLs”), including online and paper-based versions and Alternate ACCESS for ELLs;
2. WIDA English language proficiency placement test (the “WIDA Screener”), including both paper-based and online versions as they are developed (the current WIDA Screener is the paper-based assessment, “W-APT”);
3. WIDA English Language Development Standards and Resource Guide (“WIDA ELD Standards”), including Essential Actions, WIDA Can Do Descriptors by grade level cluster, individual figures, tables and charts from the Resource Guide and future ELD Standards, Can Do Descriptors and Resource Guide editions;
4. WIDA Early English Language Development Standards; WIDA Early Spanish Language Development Standards, in Spanish and English; WIDA Spanish Language Development Standards; and WIDA Spanish Language Arts Standards (collectively, “WIDA Language Standards”);
5. WIDA Facilitator Toolkit (“WIDA Facilitator Toolkit”), including ACCESS for ELLs administration and WIDA ELD Standards training materials;
6. WIDA Consortium professional learning materials (“WIDA PL Materials”); and
7. ACCESS for ELLs technical documents and research reports.

WCER hereby grants STATE the right to use the WIDA Works for State of New Hampshire educational purposes within the State of New Hampshire only and subject to the following conditions:

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STATE's license to use the ACCESS for ELLs is subject to the payment of the required fees set forth in schedule B of this MOU and shall remain in effect as long as STATE elects to use the ACCESS for ELLs for State of New Hampshire educational purposes. STATE acknowledges that ACCESS for ELLs is a secure test, as that term is defined in 37 C.F.R. § 202.20(b)(4). STATE shall implement statewide policies and procedures to ensure that the security of the test is maintained. STATE shall immediately notify WCER if it learns of any breach or threatened breach of test security. WCER will print and distribute the ACCESS for ELLs for STATE in accordance with the Statement and Performance of Work schedule of this MOU. The ACCESS for ELLs shall not be copied, modified, distributed or displayed, including electronic storage or retrieval, in any manner without express written permission from WCER and the appropriate security measures in place.

STATE's license to use the current WIDA Screener, W-APT, is not subject to any fee and shall remain in effect as long as STATE elects to use the ACCESS for ELLs. W-APT is a semi-secure test, meaning it is made available from a password-protected secure website. WCER will make W-APT available electronically in PDF format. STATE, LEAs and individual schools in the State of New Hampshire may print and duplicate the W-APT for use by LEA or school staff as needed. The W-APT shall not be modified or publically displayed, including electronic storage or retrieval, in any manner without express written permission from WCER. Notwithstanding the foregoing, WCER may phase out all support for the W-APT if/when it introduces a new version of the WIDA Screener. Any new online version of the WIDA Screener will not be subject to any fee. However, WCER may release new paper-based versions of the WIDA Screener at an additional cost, to be determined at time of release, to STATE. WCER shall provide, as long as this contract is in effect, a version of the WIDA Screener that is not subject to any fee.

STATE's license to use the WIDA ELD Standards is not subject to any fee and shall remain in effect as long as STATE and/or the New Hampshire State Board of Education elects to use the WIDA ELD Standards as the State's English language development standards. WCER will make the WIDA ELD Standards available electronically in PDF format from the WIDA Consortium website. WCER will publically display and provide the WIDA ELD Standards for download, free of charge, for personal and educational purposes. Educational purposes shall include LEA and individual school/teacher use within the State of New Hampshire. This license does not include the right for STATE or any LEA within the State of New Hampshire to copy and distribute the WIDA ELD Standards beyond de minimis use (de minimis use is less than 100 copies per event, however, making copies for multiple planned events is not de minimis use). WCER will publish or license to publish full color bound copies of the WIDA ELD Standards and make available to STATE, LEAs and other educators within the State of New Hampshire at a lower WIDA Consortium member rate. The WIDA ELD Standards shall not be modified or publically displayed for electronic storage and retrieval in any manner without express written permission from WCER. However, linking to the WIDA Consortium website and stating the free availability of the WIDA ELD Standards is encouraged. WCER will grant additional permissions

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upon request but STATE acknowledges that WCER may include additional reasonable restrictions for quality control purposes depending on the nature of the request.

STATE's license to use the WIDA Language Standards is not subject to any fee and shall remain in effect as long as STATE and/or the New Hampshire State Board of Education elects to use the WIDA Language Standards as the STATE's language standards. For purpose of this license, STATE shall include any governmental agency of the State of New Hampshire. WCER will make the WIDA Language Standards available electronically in PDF format from the WIDA Consortium website. WCER will publically display and provide the WIDA Language Standards for download free of charge for personal and educational purposes. Educational purposes shall include the following: LEA, individual school/teacher, non-profit agency use within the State of New Hampshire. This license does not include the right for STATE, LEAs or non-profit agencies within the State of New Hampshire to copy and distribute the WIDA Language Standards beyond de minimis use (de minimis use is less than 100 copies per event, however, making copies for multiple planned events is not de minimis use). WCER will publish or license to publish full color bound copies of the WIDA Language Standards and make available to STATE, LEAs, non-profits and other educators within the State of New Hampshire at a lower WIDA Consortium member rate. The WIDA Language Standards shall not be modified or publically displayed for electronic storage and retrieval in any manner without express written permission from WCER or except in accordance with published guidelines issued by WIDA. However, linking to the WIDA Consortium website and stating the free availability of the WIDA Language Standards is encouraged. WCER will grant additional permissions upon request but STATE acknowledges that WCER may include additional reasonable restrictions for quality control purposes depending on the nature of the request.

STATE's license to use the WIDA Facilitator Toolkit is not subject to any fee and shall remain in effect as long as STATE elects to use the ACCESS for ELLs. WCER will make the WIDA Facilitator Toolkit available electronically from the password-protected section of the WIDA Consortium website. STATE and STATE's LEAs may use the WIDA Facilitator Toolkit and its individual components for STATE and LEA in-service training purposes. STATE and LEAs may modify individual components of the WIDA Facilitator Toolkit only in accordance with WCER provided user guidelines. STATE and LEAs shall not publically distribute or display, including electronic storage or retrieval, any training materials from the WIDA Facilitator Toolkit, unless specifically permitted by WCER user guidelines or WCER.

STATE's license to use the WIDA PL Materials is not subject to any fee and shall remain in effect as long as STATE elects to use the WIDA ELD Standards. WCER will make the WIDA PL Materials available electronically to STATE prior to any professional learning. STATE will be responsible for copying and distributing WIDA PL Materials to participants of STATE sponsored professional learning offerings. The WIDA PL Materials shall not be modified or publically displayed for electronic storage and retrieval in any manner without express written permission from WCER.

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STATE’s license to use the ACCESS for ELLs technical documents and research reports is not subject to any fee and shall remain in effect as long as STATE elects to use the ACCESS for ELLs. WCER will make the ACCESS for ELLs technical documents and research reports available electronically to STATE from the public area of the WIDA Consortium website. All confidential and proprietary information will be removed from the ACCESS for ELLs technical documents and research reports that are posted in the public area of the WIDA Consortium website. STATE will receive an individual electronic copy of all ACCESS for ELLs technical documents and research reports, including those documents and reports containing confidential and proprietary information. The ACCESS for ELLs technical documents and research reports shall not be modified and no documents or reports containing confidential and proprietary information shall be publically displayed, including electronic storage and retrieval in any manner.

STATE shall remove, as soon as practicable, any WIDA Works that it publically displays, including electronic storage and retrieval systems, that WCER determines, in its sole discretion, contain confidential or proprietary information.

WIDA, the WIDA Consortium logo, WIDA MODEL and ACCESS for ELLs are trademarks of the Board of Regents of the University of Wisconsin System (collectively the “WIDA Trademarks”). Any use of the WIDA Trademarks shall inure to the benefit of WCER. STATE acknowledges that WCER may, from time-to-time, issue trademark and copyright use guidelines and policies in order to maintain the proper use and integrity of the WIDA Trademarks and WIDA Works and the quality of WCER services and products. Current WIDA guidelines will be posted on the WIDA website or provided to state as applicable. STATE shall assist WCER in implementing any trademark and copyright use guidelines for all uses by STATE, New Hampshire’s LEAs, and STATE Contractors (see below).

STATE may contract with third parties (“STATE Contractors”) to provide services to LEAs and other educational agencies within the State of New Hampshire or organizations operating under the authority of STATE that STATE would otherwise provide (“In-service Activities”). Contracts for In-service Activities shall be limited to a set geographic territory set by STATE (“In-service Area”) and shall not authorize the provision of any WCER, WIDA or WIDA Consortium service, unless STATE receives prior written authorization from WCER to do so. STATE Contractors may charge a fee to cover the cost of providing In-service Activities. However, STATE Contractors are prohibited from charging a greater fee to LEAs and other educational agencies outside of their In-service Area, if their In-service Area is smaller than the whole state territory.

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EDUCATION RECORD RELEASE AND DATA USE

The parties acknowledge that the unauthorized access to or dissemination of school student records is prohibited under state and federal law. In order to protect the privacy of students and parents, and to prevent the disclosure of STATE's confidential information, the parties agree to enter into the *Education Record Release and Data Use Agreement* attached as Schedule C to this MOU.

DISCLAIMER

The parties acknowledge that the New Hampshire Legislature, the New Hampshire State Board of Education, STATE and the New Hampshire's LEAs set and implement the educational policy for the New Hampshire, including, but not limited to, the determination of how STATE and New Hampshire's LEAs will meet the New Hampshire's and the New Hampshire LEAs' federal requirements under NCLB.

THE WIDA WORKS AND RELATED SERVICES OFFERED UNDER THIS MOU WERE DEVELOPED AS PART OF THE NON-PROFIT RESEARCH AND EDUCATIONAL ACTIVITIES OF THE UNIVERSITY OF WISCONSIN-MADISON, AND ARE PROVIDED TO STATE AS PART OF THE UNIVERSITY'S MISSION OF OUTREACH AND SERVICE TO THE EDUCATIONAL COMMUNITY. THE UNIVERSITY HAS NO REASON TO BELIEVE THAT THE WIDA WORKS INFRINGE ON THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, OR ARE UNFIT FOR THE PURPOSES DESCRIBED IN THIS MOU; HOWEVER, DUE TO THE NON-COMMERCIAL NATURE OF THE UNIVERSITY IT CAN NOT PROVIDE WARRANTIES FOR THE WIDA WORKS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Neither party shall be liable under this MOU for any special, consequential, indirect or incidental damages.

TERMINATION

The parties shall provide notice, in writing, of any failure to keep in force any of the terms and conditions of this MOU. The parties shall have the right to terminate this MOU, without cause, at any time during the term by giving sixty (60) days notice in writing. Upon termination, WCER shall be paid for all services (Schedule A) satisfactorily rendered up to the date of termination. Notwithstanding termination, the provisions on intellectual property and confidentiality shall survive termination.

Each party shall notify the other party immediately upon receiving information at any time that lack of continued governmental funding or any other set of circumstances may prevent

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continuation of this project. WCER acknowledges that STATE may suspend or terminate this MOU upon providing notice of discontinuation of governmental funding.

LIABILITY PROTECTION AND HOLD HARMLESS

The State of Wisconsin is self-funded for State liability purposes. The State's Self-funded Liability Program provides coverage against claims made as the result of the negligent acts of University officers, employees and agents. The State's liability protection is afforded under Wisconsin Statute 895.46 (1) and extends to all employees in the course and scope of their duties.

WCER agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. WCER further agrees to hold harmless STATE, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University of Wisconsin System while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

MISCELLANEOUS

This MOU may be amended at any time by mutual consent set forth in writing.

In the event of a disagreement regarding the terms or implementation of this MOU, the parties agree to discuss their dispute in good faith and make best efforts to achieve a mutually agreed-upon resolution.

STATE acknowledges that WCER is a research center/sub-unit of the University of Wisconsin System and therefore, is an agency of the State of Wisconsin Government. Nothing in this agreement shall be construed as waiving the sovereign immunity of the State of New Hampshire or the State of Wisconsin.

WCER shall comply with all Federal and state laws. WCER and its subcontractors shall comply with Federal and State of Wisconsin non-discrimination laws, including the Wisconsin Fair Employment Act and similar Federal law.

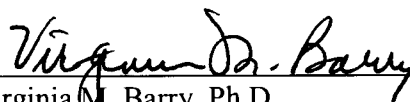
WCER receives federal funds and is therefore subject to federal regulations regarding federal fund recipients. WCER certifies that it complies with all Federal funding certifications and assurances required by the U.S. Office of Management and Budget. WCER certifies that it

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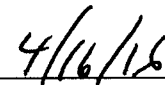
and its principal officers are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. WCER certifies that it is in compliance with the Federal Immigration Reform and Control Act and that it verifies the employment eligibility of all of its employees. Additional information on WCER's representations and certification can be obtained from the federal system for award management website under DUNS: 626535538.

This memorandum of understanding will become effective upon Governor and Council approval.

For New Hampshire Department of Education

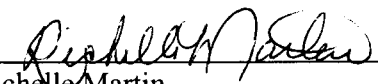


Virginia M. Barry, Ph.D.
Commissioner
New Hampshire Department of Education

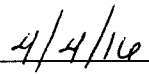


Date

For WCER



Richelle Martin
Assistant Director, Office of Industrial Partnerships
University of Wisconsin-Madison



Date

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EXHIBIT B PAYMENT**

1. DELIVERABLE PAYMENT SCHEDULE

This is a Not to Exceed (NTE) Agreement totaling \$132,500.00 for the period effective upon Governor and Council approval through June 30, 2016. WCER shall be responsible for performing its obligations in accordance with the Agreement. This Agreement will allow WCER to invoice the State for the specified services in accordance with Schedule B – Invoice and Payment.

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As set forth in the Agreement Section 22. Special Provisions, the NH Form P-37 General Provisions shall be amended as follows:

1. Delete Section 4 **CONDITIONAL NATURE OF AGREEMENT**, and replace with the following language:
“Each party shall notify the other party immediately upon receiving information at any time that lack of continued governmental funding or any other set of circumstances may prevent continuation of this project. WCER acknowledges that State may suspend or terminate this Contract upon providing notice of discontinuation of governmental funding. The State shall not be responsible for any non-cancellable costs incurred by the Contractor more than ten (10) days following receipt of notice of discontinuation of funding.”
2. Delete Section 5.3 under **CONTRACT PRICE/PRICE LIMITATION/ PAYMENT**.
3. Delete Section 6.1 under **COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY**.
4. Delete Section 6.3 under **COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY**, and replace with the following language:
“Contractor and its subcontractors shall comply with Federal and State of Wisconsin non-discrimination laws, including the Wisconsin Fair Employment Act and similar Federal law.”
5. Delete Section 7.1 under **PERSONNEL**, and replace with the following language:
“7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor represents that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.”
6. Delete the following from Section 7.2 under **PERSONNEL** :
“and shall not permit any subcontractor or other person, firm or corporation with whom it has engaged in a combined effort to perform the Services to hire.”
7. Delete Section 8.2.2 and 8.2.3 under **EVENT OF DEFAULT/REMEDIES**.
8. Delete Section 9.2 under **DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION**, and replace with the following language:
“9.2 All data which has been received from the State under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.”
9. Delete Section 9.3 under **DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION**, and replace with the following language:

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“Each party acknowledges that both parties are subject to their state’s respective open records laws. The parties shall not inhibit each other from seeking an injunction to prevent the release of their respective confidential information and test questions for academic examination.

Contractor acknowledges that state is disclosing school records of pupils (“State Data”) to Contractor in order to perform services under this agreement. Contractor’s use of State Data is subject to the confidentiality obligations contained in the Student Records Release and Data Use Agreement Section of this agreement. Disclosure of State Data is strictly prohibited without prior written approval of the State, except as expressly permitted in this agreement.

State acknowledges that Contractor is the copyright owner of the secure, unpublished ACCESS for ELLs test (the “Test”), as defined in 37 C.F.R. § 202.20(b)(4). The test is used as test questions for academic examination and Contractor treats the Test as constituting valuable and proprietary trade secret. The Test also includes related technical and training documents. Contractor maintains the Test as confidential and secure.”

10. Delete Section **10. TERMINATION** and replace with:
“**10. TERMINATION.** Provisions for early termination are set forth in Contract **Exhibit A TERMINATION.**”
11. Add the following language to Section **12. SUBCONTRACTORS**:
“The State acknowledges that the Contractor has contracted with a Subcontractor to provide services under this Contract as set forth in **Exhibit A SUBCONTRACTORS.**”
12. Delete Section **13. INDEMNIFICATION** and replace with the following language:
“**13. INDEMNIFICATION.** Indemnification provisions are set forth in **Exhibit A LIABILITY PROTECTION AND HOLD HARMLESS.** In addition, provisions in **Exhibit A MISCELLANEOUS** regarding the State of Wisconsin’s sovereign immunity shall apply”
13. Delete Section **14. INSURANCE** and replace with the following language:
“**14. INSURANCE.** Insurance provisions are set forth in **Exhibit A LIABILITY PROTECTION AND HOLD HARMLESS.**”
14. Delete Section **15. WORKERS COMPENATION** and replace with:
“Contractor shall comply with State of Wisconsin Workers’ Compensation laws.”
15. Delete Section **16. WAIVER OF BREACH**, and replace with the following language:
“**16. WAIVER OF BREACH.** No failure by the State or the Contractor to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State or the Contractor to enforce

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each and all of the provisions hereof upon any further or other Event of Default on the part of the State or the Contractor.”

16. Delete Section **19. CONSTRUCTION OF AGREEMENT AND TERMS** and replace with:
“**19. RESERVED.**”

These special provisions shall apply to Exhibits A through D of this Agreement:

1. WCER Contract Management

The Project will require the coordinated efforts of a Project Team consisting of both WCER and State personnel. WCER shall provide all necessary resources to perform its obligations under the Contract. WCER shall be responsible for managing the Project to its successful completion.

WCER shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. The WCER Contract Manager is:

Adrian Herrera

Contracts Specialist

Wisconsin Center for Education Research University of Wisconsin-Madison

1025 West Johnson St. MD#23, Madison WI 53706

Phone: 608-265-2262

Email: adrian.herrera@wisc.edu

2. WIDA Project Manager

WCER will provide a single point of contact to serve as the State’s Project Manager. Prior to each testing year, the WIDA Project Manager will work with the State Project Manager to determine assessment timelines and deliverables. The WIDA Project Manager will be available to address any questions or concerns that the State may have regarding project deliverables and timelines, and will facilitate and manage communication between the State and WCER.

The WIDA Project Manager will be available to conduct meetings with the State Project Manager on a biweekly basis, depending on project requirements. The WIDA Project Manager will be responsible for documenting the meeting proceedings and maintaining the action steps, assignments, and due dates resulting from the discussions.

WCER will notify the State of any loss or removal of the WIDA Project Manager assigned to New Hampshire.

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The WCER Project Manager is:

Maureen Keithley
State Relations Specialist
WIDA at the Wisconsin Center for Education Research
502-742-7510
maureen.keithley@wisc.edu

3. STATE CONTRACT MANAGER

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

Scott Mantie, PhD
Department of Education
101 Pleasant Street
Concord, NH 03301
Tel: (603) 271-3844
Fax: (603) 271-7381
Email: Scott.Mantie@doe.nh.gov

4. STATE PROJECT MANAGER

The State shall assign a Project Manager. The State Project Manager's duties shall include the following:

- a. Leading the Project;
- b. Engaging and managing all vendors;
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of change proposals; and
- g. Managing stakeholders' concerns.

The State Project Manager is:

Scott Mantie, PhD
Department of Education
101 Pleasant Street
Concord, NH 03301
Tel: (603) 271-3844
Fax: (603) 271-7381
Email: Scott.Mantie@doe.nh.gov

- 5. SECURITY** The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of information technology resources, information, and services.

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IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's Data assets. See *Contract Schedule E: WCER Standard Security Policies and Procedures* for detailed information on requirements for Security testing. Attestations for such testing shall be provided to the State for validation.

6. INTELLECTUAL PROPERTY (IP)

6.1 WCER Intellectual Property

WCER's Intellectual Property Ownership and License terms are provided for in Exhibit A to the Contract.

6.2 State Data

State Data is defined as any data provided by State to WCER during the course of this contract. All rights, title and interest in State Data shall remain with the State.

7. CONFIDENTIAL INFORMATION

Unless otherwise required by law, WCER will exercise reasonable effort to maintain in confidence proprietary information disclosed or submitted to WCER by the State that is designated in writing as confidential information at the time of disclosure ("Confidential Information"). Confidential Information does not include information which:

- a. is generally available in the public domain or becomes available to the public through no act of the Contractor; or
- b. is independently known prior to receipt thereof or is discovered independently by an employee of the Contractor who had no access to the information supplied by the District under this Agreement; or
- c. is made available to the Contractor as a matter of lawful right by a third party.

WCER retains the right to refuse to accept any such information, which is not considered essential to the completion of work under this agreement. The obligations of the WCER under this paragraph shall survive and continue for one (1) year after this agreement ends.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. WCER shall immediately notify the State if any request, subpoena or other legal process is served upon WCER regarding the State Confidential Information, and WCER shall cooperate with the State in any effort the State lawfully undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

The parties acknowledge that the unauthorized access to or dissemination of student records is prohibited under state and federal law. In order to protect the privacy of students and parents, and to prevent the

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disclosure of New Hampshire’s confidential information, the parties agree to enter into the Education Record Release and Data Sharing Agreement attached as Schedule C to this Agreement.

8. TERMINATION

8.1 Termination for Default

Any one or more of the following acts or omissions of WCER shall constitute an event of default hereunder (“Event of Default”)

- a. Failure to perform the Services satisfactorily or on schedule;
- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract

Upon the occurrence of any Event of Default, the State may take any one or more, or all, of the following actions:

- a. The State shall provide WCER written notice of default and require it to be remedied thirty (30) days from the date of notice (“Cure Period”). If WCER fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving WCER notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

WCER shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire or the State of Wisconsin, which immunity is hereby reserved to each State. This covenant shall survive termination or Contract Conclusion.

8.2 Termination for Convenience

Either party may terminate the Contract for convenience by thirty (30) days written notice to the other party. In the event of a termination for convenience, the State shall pay WCER the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State and for all non-cancelable commitments incurred by WCER prior to receiving notice of termination. Non-cancellable costs shall mean costs which cannot be prevented or mitigated and which arise directly as a result of this Contract. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

During the thirty (30) day period, WCER shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

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8.3 Termination for Conflict of Interest

The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

The State shall pay all other contracted payments, including non-cancellable commitments that would have become due and payable if WCER did not know, or reasonably did not know, of the conflict of interest.

In the event the Contract is terminated as provided above pursuant to a violation by WCER, the State shall be entitled to pursue the same remedies against WCER as it could pursue in the event of a default of the Contract by WCER.

8.4 Termination Procedure

Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require WCER to deliver to the State any State property provided to WCER.

After receipt of a notice of termination, and except as otherwise directed by the State, WCER shall:

- a. Stop work under the Contract on the date in the notice;
- b. Take such action as the State directs, or as necessary to preserve and protect any State property related to the Contract which is in the possession of WCER and in which the State has an interest;
- c. Return to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is owned by the State; and
- d. Provide written Certification to the State that WCER has surrendered to the State all said property.
- e. Assist in transition services, as reasonably requested by the State at no additional cost.

9. DISPUTE RESOLUTION

In the event of a disagreement regarding the terms or implementation of this Contract, the parties agree to discuss their dispute in good faith and make best efforts to achieve a mutually agreed-upon resolution.

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

Escalation is expected in the event that the primary contacts listed are unresponsive to the extent that normal operations between WCER and the State are in jeopardy. Should either party deem

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communication to be unresponsive or in need of escalation, WIDA or State will contact the escalation contact and inform them of the issue.

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

LEVEL	WIDA	STATE
Primary	WIDA Project Manager	State Project Manager (PM)
First	WIDA Director of Client Relations	State Project Management Team (PMT)
Second	WIDA Executive Director	Commissioner

10. NOTICE

Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses.

To WCER:
Adrian Herrera
Wisconsin Center for Education
Research
University of Wisconsin – Madison
1025 West Johnson St. MD #23
Madison, WI 53706
Tel: (608)-265-6240
Email: adrian.herrera@wisc.edu

To STATE:
Dr. Scott Mantie, Administrator
State of New Hampshire

Department of Education
101 Pleasant Street
Concord, NH 03301
Tel: (603)-271-3844
Email: scott.mantie@doe.nh.gov

11. EXHIBITS

The Exhibits referred to, in and attached to the Contract are incorporated by reference as if fully included in the text.

12. SURVIVAL

The terms and conditions contained in the Contract that by their context are intended to survive the completion of the performance, cancellation, or termination of the Contract shall so survive, including, but not limited to, the terms of the *Contract Agreement Exhibit C-Section 7: Confidentiality* and Contract Agreement Form P-37- Section 13: *Indemnification* as modified in Contract Exhibit C, which shall all survive the termination of the Contract.

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13. DELIVERABLES, MILESTONES AND ACTIVITIES

WCER shall provide the State with access to the DRC INSIGHT and WIDA AMS to provide the ACCESS for ELLs 2.0 and ACCESS for ELLs 2.0 Alternate Assessment. These platforms will meet and perform in accordance with the Contract Specifications and Deliverables, and in accordance with the time frames provided in Table 13 - Implementation Schedule – Activities / Deliverables / Milestones.

The Activities, Deliverables, and Milestones are set forth in Table 13 below.

Pricing for Deliverables set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

TABLE 13 - IMPLEMENTATION SCHEDULE – ACTIVITIES / DELIVERABLES / MILESTONES

ACCESS 2.0 Administration Dates (2015-2016)

Description	Deliverable Type	Start Date	End Date
District and School Site File to DRC	Non-software	Upon Governor & Council Approval	6/30/2016
Test Materials Ordering	Non-software	Upon Governor & Council Approval	6/30/2016
Pre-ID Files to DRC	Non-software	Upon Governor & Council Approval	6/30/2016
Test Setup	Software	Upon Governor & Council Approval	6/30/2016
Districts Receive Test Material	Non-software	Upon Governor & Council Approval	6/30/2016
Test Window	Software	Upon Governor & Council Approval	6/30/2016
Additional Test Material Window	Non-software	Upon Governor & Council Approval	6/30/2016
Districts Pack Completed Test Material	Non-software	Upon Governor & Council Approval	6/30/2016
Districts Ship Completed Test Material to DRC	Non-software	Upon Governor & Council Approval	6/30/2016
All Test Material Received at DRC	Non-software	Upon Governor & Council Approval	6/30/2016
Pre-Reporting Data Validation Window	Non-software	Upon Governor & Council Approval	6/30/2016
Districts Receive Reports - Printed and Online	Non-software	Upon Governor & Council Approval	6/30/2016
Final Data Available to State	Non-software	Upon Governor & Council Approval	6/30/2016

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14. PAYMENT SCHEDULE

This is a Not to Exceed (NTE) Contract totaling **\$132,500** for the period effective upon Governor & Council approval through June 30, 2016. WCER shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow WCER to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

- a. Based upon New Hampshire’s ELL test and the English Language Learner (ELL) population for the 2014-15 testing year of 4,000 students, the State will pay WCER a fixed price amount of \$25.75 per student (English Language Proficiency) for the 2015-16 testing year. The *estimated* 2015-16 ACCESS FOR ELLS 2.0 total cost is **\$132,500** (\$25.75 times an estimated 5,000 students and \$75 times an estimated 50 students taking the alternate assessment). No payments over and above the amount in Part 1 P-37 Section 1.8 Price Limitation shall be made without prior approval of the New Hampshire Governor and Executive Council.
 - WCER shall invoice New Hampshire for 50% of the estimated cost after approval by the New Hampshire Governor and Council and New Hampshire shall pay within 30 calendar days after invoice is received.
 - WCER shall invoice New Hampshire for the balance of the total cost, based on the actual number of students tested during the spring assessment, upon completion and delivery of the annual test reports and New Hampshire shall pay within 30 calendar days.

TABLE 14 - PAYMENT SCHEDULE

FY2014-15 Academic Testing Year (July 1, 2015 – June 30, 2016)		Estimated Amount
First Payment upon NH Governor and Council Approval of Contract	50% of Estimated Amount	\$66,250
Final Payment upon conclusion of the end-of-year assessment as described below.	Final invoice adjusted to account the actual number of students tested.	\$66,250

- b. For ELL English Language Proficiency testing services in the 2016-17 and 2017-18 years, estimated payment will be based on the previous year’s STATE’s alternate assessment test population multiplied by a fixed cost of not to exceed \$95 a student. Costs after the 2017-18 testing year will be determined based on discussions with the Consortium.

14.1 Total Contract Price

This is a **Not to Exceed (NTE)** Contract for the period effective upon Governor & Council approval through June 30, 2016. WCER shall be responsible for performing its obligations in accordance with the Contract. Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed **\$132,500** (“Total Contract Price”). The payment by the State of the total Contract

WCER INITIALS AM
DATE 4/4/16

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price shall be the only, and the complete reimbursement to WCER for all fees and expenses, of whatever nature, incurred by WCER in the performance hereof.

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract, with the exception of circumstance found under Schedule A, Statement and Performance of Work.

14.2 Invoicing

WCER shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. WCER shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices will be provided in a format that is generated by WCER's financial system and will contain enough detail to identify the deliverable, as defined in Table 13 – Implementation Schedule.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:
Scott Mantie, Ph.D.
NH Department of Education
101 Pleasant Street
Concord, NH 03301

14.3 Payment Address

All payments shall be sent to the following address:

Adrian Herrera
Contracts Specialist
Wisconsin Center for Education Research
University of Wisconsin-Madison
1025 West Johnson St. MD#23,
Madison WI 53706

15. TESTING

WCER shall bear all responsibilities for planning and preparation throughout the Project. WCER will also provide training as necessary to the State staff responsible for assessment activities.

WCER must certify in writing, that WCER's own staff and its subcontractors staff have successfully executed all prerequisite testing, along with an executive summary of testing results.

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The State will be invited to participate in annual Field Testing of both the online and paper-pencil assessments to provide opportunity to administer item prototypes to students and gather information directly from students about student responses to and understanding of tasks, item difficulty, item functionality, administration procedures, and graphic information. Prior to the operational window, the State will be granted access to Test Practice sessions to ensure that software is working as intended, and to provide support to correct any implementation issues prior to the operational window.

16. SYSTEM SUPPORT

WCER will be responsible for providing technical support to State users as provided herein:

- a. Help Desk Support – WIDA will provide a toll free telephone number for STATE educators to have access to a help desk between the hours of 6:00 am and 6:00 pm Central Time Monday through Friday during the contract period (except National Holidays and (other times) when the Help Desk will be closed). Support will provide a response or resolution back to the originating caller within 24 hours.
- b. Technical assistance is also available by email at: help@wida.us. Response time is within twenty-four (24) hours of the next business day.

17. SYSTEM MAINTENANCE

WCER, through its vendor, Data Recognition Corporation, shall host, maintain, and support the Software and platform in all material respects for the duration of the Contract.

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ATTACHMENTS:

- i. Schedule A – Statement and Performance of Work
- ii. Schedule B – Invoice and Payment
- iii. Schedule C – Education Record Release and Data Use Agreement
- iv. Schedule D – WIDA Consortium Board
- v. Schedule E – WCER Standard Security Policies and Procedures
- vi. Schedule F – WIDA Consortium Employee Confidentiality Agreement
- vii. Schedule G- Technical Requirements
- viii. Schedule H – ACCESS for ELLs Data File Descriptions
- ix. Certificate of Vote
- x. Certificate of Insurance

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Schedule A

STATEMENT AND PERFORMANCE OF WORK

WCER shall provide the professional services listed in paragraphs (a) through (c). The professional services set forth below shall be performed: (i) using the requisite degree of skill, care and diligence; and (ii) in accordance with professional standards consistent with nationally recognized contractors performing similar professional services.

- a. WCER shall develop, administer and score the ACCESS for ELLs assessment for 2015/16 and future testing years covered by this MOU in accordance with the following:
 - i. The assessment will be administered online unless the following exceptions apply: a student requires a printed version of the assessment as an accommodation or a district/school does not have the required IT infrastructure to administer the online version.
 - ii. WCER shall coordinate/oversee the PDSR contractor. The PDSR contractor may include an additional 10% of printed test booklets in its distribution to LEAs in order to accommodate fluctuations in ELL populations in larger districts. In addition to the per student charge for the ACCESS for ELLs administration, State shall be responsible for actual printing and distribution costs of unused tests printed and distributed in excess of 115% of the number of actual students tested.
 - iii. WCER, through the PDSR subcontractor, will use best efforts to provide error free printing, distribution, scoring and reporting of the ACCESS for ELLs assessment. WCER shall correct and provide replacement materials for any errors in printed test booklets that materially affect the reliability or validity of the test at no cost to State and New Hampshire's LEAs. WCER shall issue an errata sheet for all errors that do not materially affect the reliability or validity of the test at no cost to State and New Hampshire's LEAs.
 - iv. State shall determine each year, through consultation with the PDSR contractor, the testing year window dates, e.g. pre-coding, test ordering, test delivery, test window, etc. State shall be responsible for informing New Hampshire's LEAs of the annual testing year window dates and the LEAs' corresponding task responsibilities, e.g. online ordering and corrections submissions. State shall take steps to encourage accurate ordering by New Hampshire's LEAs in order to prevent over-ordering of test booklets.
 - v. Printing, distribution, scoring, and reporting policies and procedures include the following:

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1. DRC will provide a secure, web-based ordering system and administrative portal supported by toll-free customer service representatives (6:00am-8:00pm CST Monday-Friday from September through May and 6:00am-6:00pm CST Monday-Friday from June through August). LEAs may contact a customer service representative 24 hours per day via email at WIDA@datarecognitioncorp.com. DRC will provide the minimum web browser requirements for the administrative portal on the login page of the administrative portal.
2. LEAs will send student identification and demographic data via file upload through the administrative portal. DRC will populate student testing records for students testing online, and produce Pre-ID labels for all students taking paper-based tests. Pre-ID labels will be packaged with the testing materials for each LEA.
3. DRC will consult with State and share a preview of State specific ordering items in advance of LEA ordering to determine the appropriate file formats, ordering instructions and other related information.
4. DRC will provide test materials in large-print format upon request. LEAs shall contact DRC as early as possible in the test ordering window to ensure on-time delivery of large-print materials.
5. DRC will provide test materials in Braille format upon request for a fee. LEAs shall contact DRC as early as possible in the test ordering window to ensure on-time delivery of large-print materials.
6. If a student requires additional accommodations, the LEA shall consult with State, DRC, and WCER to determine the appropriate assessment options, if any.
7. Through the administrative portal, DRC will provide software downloads for the DRC INSIGHT secure browser, which will be used as the secure test administration platform for all students testing online.
8. DRC will ship to each LEA test materials designated for either the LEA or individual schools.
9. DRC will use United Parcel Service (UPS) for distribution to LEAs. Materials will be shipped to arrive two (2) weeks prior to the opening of the assessment window in the state. Special arrangements can be made to provide material earlier to specific sites, if approved by the WCER. Delivery of materials will be scheduled during regular school hours, 9:00 a.m. to 3:00 p.m. in the appropriate time zone, and will accommodate each district's holidays and breaks. DRC will send email notifications to test coordinators when materials are shipped. All sites receiving a large volume of material

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will receive notification at least 24 hours before the materials are delivered. All shipments will be designated as “inside delivery required” and “secure testing materials enclosed.” Signatures of receipt will provide proof of delivery and allow DRC and districts and schools to track all shipments. DRC will provide all district- and school-specific return shipping labels and forms and will be responsible for all costs associated with the return of materials. DRC may include an additional 10% of test booklets in its distribution to LEAs in order to accommodate fluctuations in ELL populations in larger districts.

10. If a LEA requires additional materials, the contact person for the LEA has the option of ordering through the administrative portal, calling DRC’s customer service staff, or emailing this information to DRC. DRC will respond by compiling the additional materials and shipping them directly to the LEA within 3 days of order receipt. If overnight or two-day expedited shipping is needed by the LEA to ensure materials arrive two weeks before the start of testing windows, then shipping charges may apply.
11. DRC will scan student booklets to capture each student’s test data. Booklets that cannot be scanned due to damage or extenuating circumstances will be reported to State.
12. DRC will connect each student’s data with a unique identification number.
13. Test scoring personnel will be overseen by the ACCESS for ELLs Scoring Director, housed at DRC. All test materials will be identified and scored using the unique identification number assigned during test data capture. Twenty percent of all items will be blind double-scored and the Scoring Director will monitor scorers daily to ensure inter-rater reliability of 70% or higher.
14. DRC shall provide electronic reports and data files to State and State’s LEAs via the administrative portal, and printed score reports, as described below. Custom and specialized reports are available from DRC for additional charges.
 - a. State – initial and final draft data in electronic format, including all demographic and student response data collected, raw, scale scores and proficiency levels are included in the file
 - b. States’ LEAs – the LEAs will receive 1 copy of the following reports:
 - A District Frequency Report for the LEA,
 - A School Frequency Report,

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- A School Roster,
 - An Individual Student Report
- vi. LEAs shall return tests to DRC for scoring and reporting. Reports will be available six weeks after the receipt of all test materials by DRC.
- vii. WCER shall provide the WIDA Screener, currently the W-APT, for determining appropriate initial placement of English language learners for the length of the contract. WCER will make the W-APT available as a paper and pencil assessment for five grade spans (kindergarten, 1–2, 3–5, 6–8, 9–12). The W-APT shall be implemented as an assessment that is locally administered and scored by a test administrator. WCER shall provide the W-APT in a PDF format on WIDA's secure website to be downloaded, printed, and duplicated for use by district or school staff as needed. WCER will also provide districts and schools the option of purchasing a reproducible master copy of the W-APT.
- b. WCER shall provide technical assistance to and in consultation with State.
- i. Technical assistance (TA) shall consist of providing State with analysis and consultation concerning New Hampshire's ACCESS for ELLs test score data in relation to State's and New Hampshire's LEAs' Title I and III requirements.
 - ii. Up to eight hours per testing year of TA are included in the price of the ACCESS for ELLs assessment. The included hours of TA do not include any on-site visits. State may obtain additional TA as needed at the daily rate in place at the time of ordering. State shall submit a purchase order to WCER to obtain additional TA.
 - iii. WCER shall produce a technical report on the ACCESS for ELLs assessments that, at a minimum, fulfills the requirements of the U.S. Office of English Language Acquisition regarding the technical quality of English language proficiency assessments. The non-confidential technical report shall be made available for download on WCER's website.
 - iv. WCER may create and provide State with access to a comprehensive, longitudinally-based, online dashboard application comprising of aggregate ACCESS for ELLs assessment information and data from other national databases in support of State's educational programs. The dashboard will only contain aggregate and/or de-identified data in accordance with Schedule C – Education Record Release and Data Use Agreement.
- c. WCER shall provide test administration training and professional learning services to State and State's LEAs in consultation with State.

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- i. Test administration training
 1. WCER shall provide separate training programs for online and paper-based ACCESS for ELLs administration.
 - a. Both training programs will be delivered online from the password-protected area of the WIDA website. User accounts shall be set up according to State in consultation with WCER. User accounts will include training certification and test administrator security agreements.
 - b. Paper-based administration. Everyone who administers the paper-based ACCESS for ELLs test needs to take training and receive their training certification. Training certification for paper-based administration will require completion of all applicable training units and passing a quiz on the “speaking scoring” section. Certification through the paper-based administration training program shall produce an electronic record of those who have passed the online quizzes and it shall provide a certificate to the test administrator completing the course.
 - c. Online administration. Everyone who administers the online ACCESS for ELLs test needs to take training and receive their training certification. Training certification for online administration will require completion of all applicable training units. Certification through the online administration training program will consist of a certification checklist and shall produce an electronic record of those who completed the training and it shall provide a certificate to the test administrator completing the course.
 2. WCER shall provide technical support to State and State’s LEAs test administrators through a Client Services Center. The Client Services Center shall be available to assist with registering for the online training programs and troubleshooting technical difficulties related to WIDA online resources as well as answering any ACCESS for ELLs and WIDA Screener related question. Technical questions concerning the test ordering platform or testing platform will be referred to the DRC Help Desk. The Client Services Center shall be open Monday–Friday from 8:00 a.m. to 5:00 p.m. Central Standard Time and shall be available via email (help@wida.us), through the WIDA website (www.wida.us), or by toll free telephone (1-866-276-7735).

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ii. Professional learning

1. The parties shall cooperatively develop a plan for offering professional learning (PL) activities related to the administration of the ACCESS for ELLs assessment and use and classroom implementation of the WIDA ELD Standards by New Hampshire educators. The activities shall be geared toward helping State and New Hampshire’s LEAs’ meet their Title I and III requirements.
2. Six (6) PL Units per testing year are included in the price of the ACCESS for ELLs assessment. The number of PL units included in the price is subject to change based on the number of students tested in the previous testing year:

Students Tested	PL Units
1-4,999	6 Units
5,000-24,999	10 Units

3. PL Units can be used for a variety of professional learning services. WCER will release a menu of services and guidelines annually that includes a listing of each offering and its unit equivalent. State may also cooperatively develop with WCER customized professional learning services. The number of units for a customized service will be determined by WCER based on actual costs.
4. WCER will send electronic copies of all course materials for workshops to State in advance of the training. The electronic materials will include printing instructions and room set-up instructions. State shall be responsible for any participant registration and making and distributing all necessary hard copies of course materials, or providing online access for participants to print materials.
5. State is responsible for local expenses (e.g., rental of meeting space, participants per diems, substitute teachers, etc.).
6. State shall submit a purchase order to WCER to obtain additional PL Units.
7. If State cancels a jointly scheduled professional learning offering for which WCER has incurred non-cancelable costs, then State may either reimburse WCER for the incurred costs and reschedule the professional learning offering or it may elect to relinquish the professional learning units altogether at no additional cost to State. The non-cancelable costs are as follows:

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Time	Cancellation	Rescheduling
3-6 weeks prior to the event	\$500 + Travel costs + \$200 per Additional Day OR 1 Unit	50% of the total first day cancellation fees + additional day(s) cancellation fee OR 1 Unit
3 or less weeks prior to the event	\$2000 + Travel costs + \$700 per Additional Day OR Workshop Unit Cost	

- a. Travel will be booked no earlier than 8 weeks prior to the event, and no penalty will be incurred for professional learning offerings cancelled more than 8 weeks prior to the event
 - b. WIDA facilitators will make every effort to be on-site for workshops. In the event that WCER must cancel an event, State will receive an additional professional learning unit in addition to rescheduling the workshop
 - c. Cancellations due to weather will be rescheduled at no charge within the same academic year
8. WCER will provide ELD Standards training and other instructional resources online.

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Schedule B

INVOICE AND PAYMENT

PAYMENT SCHEDULE

For professional services rendered in accordance with this MOU and the Statement and Performance of Work in Schedule A, State shall pay WCER the following fees:

- a. New Hampshire's estimated test population for the 2015/16 testing year is approximately 5,000 students. There will be an estimated 3,500 students taking the online version, and 1,500 students taking the paper version. State agrees to pay the yearly ACCESS for ELLs costs as follows:

Testing Year	2015-16	2016-17	2017-18
Online Price	\$25.75	Not-to-Exceed \$27	Not-to-Exceed \$28
Paper Price	\$25.75	Not-to-Exceed \$29	Not-to-Exceed \$32
Alternate Price	\$75	Not-to-Exceed \$85	Not-to-Exceed \$95
Total Pop. Est.	5,000	5,000	5,000
Online Pop. Est.	3,500	3,600	3,700
Paper Pop. Est.	1,500	1,400	1,250
Alternate Pop. Est.	50	50	50
Online Cost Est.	\$90,125	\$97,200	\$103,600
Paper Cost Est.	\$38,625	\$40,600	\$40,000
Alternate Cost Est.	\$3,750	\$4,250	\$4,750
Total Cost Est.	\$132,500	\$142,050	\$148,350

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1. For testing year 2015/16, if more than 75,000 students are tested by State, WCER will discount the price of the online and/or paper test by \$1.50 for the number of students tested in excess of 75,000 students. Future volume price discounts will be announced when future ACCESS pricing is determined.
 2. WCER shall invoice State for test development and pre-operational costs of \$66,250 upon Governor and Council Approval of contract and State shall pay within 30 calendar days after invoice is received.
 3. WCER shall invoice State for the balance of the cost, based on the actual number of students tested, upon completion and delivery of the annual test reports and State shall pay within 30 calendar days.
- b. WCER will invoice State for the printing and distribution costs of unused tests ordered, printed and distributed in excess of 115% of the number of actual students tested and State shall pay within 30 calendar days.
- c. The Daily rate for additional TA or PL will be determined at the time of purchase based on current Consortium member state pricing.

MISCELLANEOUS

WCER may use up to 1.5% of the total contract amount to cover the cost of the following events and activities which will be conducted in compliance with UW-Madison cost regulations and policies governing meals and alcoholic beverages. Documentation for these expenses will be retained for three years and will be available for review if requested. Events and activities include: WIDA-Sponsored events at key professional conferences to discuss WIDA activities and services, working dinners with SEA or potential SEA partners or other key Consortium partners, and other events intended to further the WIDA Consortium's goals and objectives.

State AUDIT

All records, regardless of physical form, and the accounting practices and procedures of WCER relevant to this contract are subject to examination by the New Hampshire State Auditor or the Auditor's designee. WCER will maintain all such records for at least three years following completion of this contract.

TAXPAYER ID

WIDA's federal employer ID number is: 39-1805963

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Schedule C

Education Record Release and Data Use Agreement

This educational record release and data use agreement is between the New Hampshire Department of Education (“State”) and The Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin-Madison’s Wisconsin Center for Education Research (“WCER”).

Title I and Title III of the Federal Elementary and Secondary Education Act (The No Child Left Behind Act of 2001 or “NCLB”) establish Federally-supported education programs and activities related to English language instruction, acquisition and achievement; require local educational agencies and institutions to evaluate and report the biennial progress made by limited English proficient children; and require State education agencies (“SEAs”) to develop annual measurable achievement objectives for limited English proficient children that relate to these children’s development and attainment of English proficiency while meeting challenging State academic content and student academic achievement standards.

NH State Law RSA 193-E:5(3)(1) states that: The department of education shall provide no personally identifiable information collected pursuant to this chapter, including but not limited to name, date of birth, or social security number to any person or entity, other than an early childhood program, district, or postsecondary institution authorized to access this data, absent a court order. Under no circumstances shall personally identifiable information or the unique pupil identifier be provided to any person or entity outside of New Hampshire. Any person who knowingly violates this provision is guilty of a class B felony and may be subject to involuntary termination of employment.

The process by which the State will handle confidential student data is as follows. The State will assign each student a unique identifier, which is not the state student identification number, and will send only this unique identifier to WIDA and MetriTech under the terms of this MOU. A crosswalk will be provided to each district listing the SASID number and the unique identifier so the district is able to match the label to the test booklet and the final student data to the correct student. State will connect the performance data with the unique identifier in order to determine growth as requested by the federal government.

Concurrently with its entry into this educational record release and data use agreement, State and WCER are entering a memorandum of understanding (“MOU”) to provide services relating to State’s federal requirements under NCLB, including, but not limited to the administration and scoring of the ACCESS for ELLS English language proficiency assessment (“Evaluation Services”).

WCER INITIALS AM
DATE 4/4/16

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The MOU, by its terms, establishes WCER and its subcontractors as authorized representatives of State with respect to the Evaluation Services provided by WCER.

WCER wishes to obtain access to and collect personally identifiable information from the education records of students without the consent of the students or their parents during the performance of these Evaluation Services and State wishes to acquire these Evaluation Services, while protecting the privacy of students and parents within New Hampshire.

The Parties therefore agree as follows:

1. Acknowledgment of Release of Data and Description of Use.

The parties acknowledge that State is releasing data to WCER for the purposes outlined in Section 3(H) below, and that the release of State data to WCER is necessary for the completion of Evaluation Services. Information provided to WCER shall consist of a unique identifier (which is not the state identification number), the district name, school name and the grade of students taking the ACCESS for ELLs. WCER shall notify State and State shall provide written consent, if approved, of any changes to the list of disclosed information necessary for the provision of Evaluation Services.

WCER will use the unique identifier in order to facilitate the administration, scoring and reporting of individual student assessments and to connect student records from year to year in order to establish a longitudinal data set that can be used for the evaluation purposes described in this section. Once student records are connected, only de-identified data and/or aggregated data will be used for evaluation activities. A crosswalk will be provided to each district listing the SASID number and the unique identifier so the district is able to match the label to the test booklet and the final student data to the correct student. State will connect the performance data with the unique identifier in order to determine growth as requested by the federal government.

2. Designation of Authority.

State hereby designates WCER and its subcontractors as authorized representatives of State with respect to the provision of Evaluation Services and, specifically, the use of personally identifiable information disclosed under this agreement.

3. Receiving Institution Obligations.

The undersigned receiving institution, WCER, agrees to abide by the following guidelines.

- A. WCER shall not share these data with anyone, except those employees of WCER's WIDA Consortium and WCER's subcontractors, including Data Recognition

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Corporation. (“Authorized Users”) that are directly involved and have a legitimate interest in providing Evaluation Services according to the terms of the MOU.

- B. WCER shall require all Authorized Users to comply with FERPA and other applicable state and federal student privacy law. WCER shall require and maintain confidentiality agreements with each Authorized User of data. The terms of the Authorized User confidentiality agreements shall contain, at a minimum, the terms and conditions of this educational record release and data use agreement. A copy of the current WCER employee confidentiality agreement is attached to this agreement as Exhibit B.
- C. WCER shall protect data in a manner that does not permit personal identification of students and their parents by anyone except those bound by this agreement and State. WCER shall store all data on secure data servers using current industry best practices. A copy of WCER’s Standard Security Policies and Procedures is attached to this agreement as Exhibit C. WCER shall notify State in accordance with the procedures expressed in Exhibit C if it learns of any security breach to the server containing the data; if it learns of any impermissible use by any Authorized User or of any disclosure of data to anyone other than WCER Authorized Users or the State officials authorized to receive data. WCER shall cooperate and take all reasonable means prescribed by State to secure any breaches as soon as practicable.
- D. WCER shall not re-disclose State data to any other party without the prior consent of the parent or eligible student.
- E. WCER certifies that it has the capacity to restrict access to data solely to Authorized Users and ensure that the data is accessed only for the purposes described in this agreement.
- F. WCER shall destroy all data within 45 days after it is no longer needed to perform the Evaluation Services described in this agreement, upon State’s request or upon termination of this agreement, whichever occurs first or unless otherwise agreed upon in writing. WCER shall provide written verification of the data destruction to EA within 45 days after the data is destroyed.
- G. WCER shall permit the State, at State’s cost, to audit, upon reasonable request, that it is complying with the Standard Security Policies and Procedures in Exhibit C and/or that it has destroyed the data as verified.
- H. WCER shall collect and use these data only for the purpose to help State carry out an audit or evaluation of Federal and State supported education programs and to comply with the Federal legal requirements related to the activities outlined in the MOU, including but not limited to, activities related to the development, administration, scoring and reporting of the annual assessment of student English proficiency, activities related to

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the evaluation of Federally-supported education programs and activities related to English language instruction, acquisition, assessment and achievement; and the development of accountability measures and models for limited English proficient children that relate to these children's development and attainment of English proficiency while meeting challenging State academic content and student academic achievement standards.

- I. WCER shall obtain prior written approval from State before accessing data for activities beyond the scope specified in Section H, above, but consistent with State's federal and state requirements. Any data collected by WCER under activities approved by State under this section, which is not regularly collected within the scope of Section H, above, but is consistent with the activities of Section H, shall be subject to the terms and conditions of this agreement.
- J. WCER shall obtain from the University of Wisconsin-Madison Institutional Review Board either approval or a determination of exemption for all research conducted using data where required by law and/or University policy.
- K. If WCER becomes legally compelled to disclose any data (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise), then WCER shall use all reasonable efforts to provide State with prior notice before disclosure so that State may seek a protective order or other appropriate remedy to prevent the disclosure; provided, however, that WCER will use all reasonable efforts to maintain the confidentiality of data. If a protective order or other remedy is not obtained prior to when any legally compelled disclosure is required, WCER will only disclose that portion of data that it is legally required to disclosed.

4. Use of Aggregate Data.

In order to provide Consortium level data and analysis to WIDA consortium member states, WCER will aggregate State of New Hampshire data with all other WIDA Consortium member states.

5. Permission to Use data.

State acknowledges that by entering this agreement it is approving, in writing, of WCER's use of these data within the scope of purposes outlined in this agreement and Section 3H, above.

6. Transfer Protocol.

The parties shall work cooperatively to determine the proper medium and method for the transfer of data between each other. The party receiving data shall confirm the transfer of data and notify

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the transferring party as soon as practicable of any discrepancies between the actual data transferred and the data described in this agreement.

7. Remedies.

WCER acknowledges that the breach of this Agreement on its part may result in irreparable and continuing damage to State for which money damages may not provide adequate relief. In the event of a breach or threatened breach of this Agreement by WCER, State, in addition to any other rights and remedies available to it at law or in equity, may be entitled to preliminary and permanent injunctions, enjoining and restraining the breach or threatened breach.

8. Binding Effect and Assignability.

The rights and obligations of each party under this Agreement shall inure to the benefit of and shall be binding upon that party and its respective successors and assigns.

9. Waiver.

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising from this Agreement shall be valid or binding for any purpose unless in writing and duly executed by the party against whom they are asserted.

10. Severability.

Any provision of this Agreement that is declared invalid by a court of competent jurisdiction or by operation of law, shall not affect the validity or enforceability of any other provision of this Agreement.

11. Term.

The term of this Agreement shall be the same as the term of the MOU, unless terminated earlier by either party upon thirty (30) days advanced written notice.

12. Data Custodians.

The following individuals are the designated data custodians for their respective entities with respect to this educational record release and data use agreement:

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For WCER – WIDA Consortium

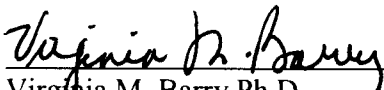
H. Gary Cook
Research Director
1025. W Johnson St., MD#23
Madison, WI 53706
Phone: 608-890-0471
Email: hcook@wisc.edu

For Data Recognition Corporation.

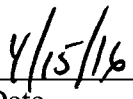
Karen Olsen
Sr. Director, Education Programs
13490 Bass Lake Road
Maple Grove, MN 55311
Phone: 763-268-2040
Email: kolsen@datarecognitioncorp.com

This educational record release and data use agreement will become effective upon Governor and Council approval.

For New Hampshire Department of Education

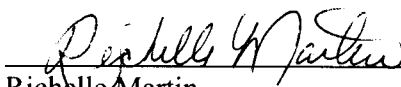


Virginia M. Barry Ph.D.
Commissioner
New Hampshire Department of Education

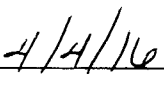


Date

For WCER



Richelle Martin
Assistant Director, Office of Industrial Partnerships
University of Wisconsin-Madison



Date

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Schedule D

WIDA Consortium Board

1. Definitions.

- a. SEA – “SEA” means state educational agency and includes each state’s education Superintendent.
- b. LEA – “LEA” means local educational agency and includes any educational agency within a WIDA Consortium Member state subject to the requirements of Titles I and III of NCLB.
- c. WCER – “WCER” means Wisconsin Center for Education Research at the University of Wisconsin-Madison.
- d. WIDA Consortium – “WIDA Consortium” means the operational unit of the Wisconsin Center for Education Research at the University of Wisconsin-Madison, which offers educational services related to English language learners and academic English language development for pre-kindergarten through grade 12.
- e. WIDA Consortium Member – “WIDA Consortium Member” means any state educational agency that approves and/or purchases the Core Package of WIDA Consortium educational services to satisfy the state and local educational agencies requirements of Title I and Title III of the Elementary and Secondary Education Act, as amended by the No Child Left Behind Act of 2001 (NCLB), which pertain to: the academic assessment of limited English proficient students; the academic assessment of English language proficiency; the development and meeting of annual measurable achievement objectives for limited English proficient students and the building and enhancement of capacity to offer programs that assist limited English proficient students in obtaining academic English language proficiency.
- f. WIDA Consortium Board Member – “WIDA Consortium Board Member” means any person appointed to the WIDA Consortium Board according to the Board Member Appointment subsection below, *see sec. 3a.*
- g. Core Package - “Core Package” means the multi-state copyright licenses and related educational services offered by WCER under the name WIDA Consortium to WIDA Consortium Members, namely: limited copyright licenses to certain WIDA assessments, including ACCESS for ELLs, Alternate ACCESS for ELLs, the WIDA Screener (currently the W-APT), language development standards and resource guides, instructional and educator training/support materials; technical assistance and professional learning associated with implementing the WIDA ELD Standards; the printing, distributing, scoring and reporting of the ACCESS for ELLs English language test; and educator and technical assistance and professional learning associated with administering and interpreting the ACCESS for ELLs English language test and test results. WIDA

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Consortium Members all receive the same Core Package of educational services. Individual member States may contract with WCER to obtain enhancements to the Core Package for additional charges.

2. Purpose.

- a. Advisory - The WIDA Consortium Board serves as an advisory board to the WIDA Consortium operational leadership. The WIDA Consortium leadership solicits input on and the WIDA Consortium Board offers guidance and support on the annual offering of the Core Package of WIDA Consortium educational services.
- b. Collaborative - The WIDA Consortium Board provides an organized opportunity for SEAs to associate and address common issues relating to English language learners, the academic English language development of pre-kindergarten through grade 12 students and other issues related to SEA and LEA requirements of Titles I and III of NCLB.

3. Structure.

- a. Board Member Appointment - Each WIDA Consortium Member should appoint one SEA representative to the WIDA Consortium Board.
- b. Term of WIDA Consortium Board Members – Each WIDA Consortium Board Member will serve until replaced by their respective SEA or until their SEA is no longer a WIDA Consortium Member.
- c. Removal of WIDA Consortium Board Members - WIDA Consortium Board Members may only be removed by their respective SEA. An SEA will appoint a successor member to the WIDA Consortium Board if that SEA removes its appointed member.
- d. Compensation – Members of the WIDA Consortium Board do not receive compensation.

4. Operations.

- a. General - WCER, through the WIDA Consortium will facilitate the activities of the WIDA Consortium Board. WCER will provide the necessary personnel to serve as a liaison between the WIDA Consortium Board Members and the WIDA Consortium.
- b. Meetings – the WIDA Consortium will hold the following WIDA Consortium Board meetings:
 - i. Annual Meeting - WCER will conduct an annual gathering of the WIDA Consortium Board. The gathering will be held in late spring.
 - ii. Committee Meetings - WCER will conduct committee meetings of the WIDA Consortium Board as provide below in the Committees subsection below, *see* sec 5.c.
 - iii. Special Meetings – WCER will conduct special meetings concerning the ongoing development and review of the annual offering of the Core Package of WIDA Consortium educational services as necessary. WCER may hold special meetings either in person or via teleconference.

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Attendance at special meetings may be held to a limited number of WIDA Consortium Board Members

- c. Communications
 - i. General - WCER will provide the necessary infrastructure to facilitate the WIDA Consortium Board activities.
 - ii. Meeting Summaries – WCER will maintain meeting notes and provide meeting summaries to the WIDA Consortium Board Members after any WIDA Consortium Board meeting.
- d. Costs
 - i. General – WCER will pay the costs associated with operating the WIDA Consortium Board.
 - ii. Travel Expenses – WCER will pay for/reimburse WIDA Consortium Board Members’ travel expenses incurred in connection with attending a WIDA Consortium meeting. If any SEA wants to bring additional people to a WIDA Consortium meeting, that SEA will be responsible for these peoples’ travel expenses. In the first year an SEA becomes a WIDA Consortium Member WCER will pay for/reimburse the travel costs of one additional person from that state to attend the WIDA Consortium Board annual meeting. All travel expense reimbursements will be made in accordance with State of Wisconsin guidelines.
- e. Fiscal Impact – The activities of the WIDA Consortium Board will have no direct fiscal impact on individual WIDA Consortium Members without an additional written agreement between the individual WIDA Consortium Members and WCER. If WIDA Consortium Board Members recommend and the WIDA Consortium adopts any changes to the Core Package of WIDA Consortium educational services that affect the price of the Core Package, then no price change will take effect until the individual WIDA Consortium Members execute written agreements with WCER that reflect these changes.

5. Activities.

- a. General – The activities of the WIDA Consortium Board include the following:
 - i. Attendance at the annual WIDA Consortium Board meeting;
 - ii. Participation on WIDA Consortium Board committees as determined by this section; and
 - iii. Participation at special meetings conducted by the WIDA Consortium
- b. WIDA Consortium Board Meetings - WCER, through the WIDA Consortium will coordinate the meetings of the WIDA Consortium Board.
 - i. Meeting Agendum – the WIDA Consortium will set the agenda for any WIDA Consortium Board meetings.
 - ii. Meeting Activities
 - 1. Presentations – the WIDA Consortium will present updates on WIDA Consortium activities related to the implementation, research and development of the WIDA Consortium Core Package.

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2. Discussion and Review Groups - the WIDA Consortium will facilitate discussion groups on targeted topics related to the implementation, research and development of the WIDA Consortium Core Package. The discussion groups are an opportunity for WIDA Consortium Board Members to provide input to the WIDA Consortium and to interact and exchange ideas with other SEAs.
 3. Policy Orientation and Priority Setting – the WIDA Consortium may poll the WIDA Consortium Board in order to ascertain the position of WIDA Consortium Board members on issues related to the policy orientation and priorities of the implementation, research and development of the Core Package. Each WIDA Consortium Board Member present will receive one vote. The votes will be recorded by the WIDA Consortium.
- c. Committees
- i. Executive Committee – The Executive Committee is a standing committee:
 1. Purpose – The purpose of the Executive Committee is
 - a. To provide input to WIDA Consortium on setting WIDA Consortium Board meeting agenda, and
 - b. To vet policy and priority issues related to the implementation, research and development of the WIDA Consortium Core Package in greater detail than the full WIDA Consortium Board.
 2. Makeup – Two SEA representatives from each of the four WIDA Consortium Member regions, one representing subgroup A states and one representing subgroup B states. One LEA representative will be appointed by the LEA Advisory Committee. SEA representatives from Wisconsin, and Illinois will be permanent members.
 3. Term – SEA representatives will serve a two year term on a staggered rotation. 2014-16 Executive Committee members will continue their current terms, and new members will be appointed on the following schedule:
 - a. Subgroup A for all four Regional Groups
 - i. December 2015 – June 2017
 - ii. December 2017 – June 2019
 - iii. December 2019 – June 2021
 - b. Subgroup B for all four Regional Groups
 - i. December 2015 – June 2017
 - ii. December 2017 – June 2019
 - iii. December 2019 – June 2020

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- c. LEA representatives on the Executive Committee will serve a two year term
 - i. December 2013 – June 2016
 - ii. December 2016 – June 2019
 - iii. December 2019 – June 2022
- 4. WIDA Consortium Member Regions – The WIDA Consortium Member regions are as followed:
 - a. Northeast Regional Group
 - i. Subgroup A – Delaware, District of Columbia, Maine, New Hampshire, Rhode Island, Vermont
 - ii. Subgroup B – Maryland, Massachusetts, New Jersey, Pennsylvania
 - b. Midwest Regional Group
 - i. Subgroup A – North Dakota, South Dakota
 - ii. Subgroup B – Illinois*, Indiana, Michigan, Minnesota, Missouri, Oklahoma, Wisconsin*
 - c. South Regional Group
 - i. Subgroup A – Alabama, Kentucky, Mississippi, Tennessee
 - ii. Subgroup B –Georgia, North Carolina, South Carolina, Virginia
 - d. West Regional Group
 - i. Subgroup A – Alaska, Hawaii, Montana, N. Mariana Islands, Wyoming
 - ii. Subgroup B – Colorado, Nevada, New Mexico, Utah

*Wisconsin and Illinois appoint standing members on the Executive Committee and are not eligible to serve as regional representatives
- 5. Meetings – the Executive Committee will meet every year in late Fall at a place to be determined by the committee. The WIDA Consortium may request that the committee meet for a half day meeting the day before the annual WIDA Consortium Board meeting in late spring.
- ii. LEA Advisory Committee – The LEA Advisory Committee is a standing group:
 - 1. Purpose – The purpose of the LEA Advisory Board is
 - a. To raise and vet policy and priority issues related to the implementation, research and development of the WIDA

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- Consortium Core Package with respect to issues effecting local education agencies
2. Makeup – Two LEAs per region, one from Subgroup A and one representing Subgroup B, will be nominated by their SEA and approved by the regional group.
 3. Term – TBD
 - a. Subgroup A for all four Regional Groups
 - i. December 2015 – June 2017
 - ii. December 2017 – June 2019
 - iii. December 2019 – June 2021
 - b. Subgroup B for all four Regional Groups
 - i. December 2015 – June 2018
 - ii. December 2018 – June 2020
 - iii. December 2020 – June 2022
 4. Meetings – the LEA Committee will meet every year in the summer at a place to be determined by the committee.
- iii. Ad Hoc Committees – the WIDA Consortium and the WIDA Consortium Board may form ad hoc committees to address specific issues as necessary.

Schedule E: WCER Standard Security Policies and Procedures

a) *Information Technology Asset Identification*

We uniquely identify each machine with physical asset numbers and maintain a database of the type and model of the device, the user to whom the machine was allocated, and the operating system. We scan machines that are attached to the School of Education domain during login and determine whether the machine requires security patches. Security patches are managed through a Windows System Update Service that runs on a centrally managed server. This allows us to identify machines at risk for attack based on the presence or absence of updates. All login activity is logged on the local machine as well as on the active directory domain server.

In addition to computer hardware, we also maintain a database to track all network hardware. This allows us to track down any failed device or compromised system and either repair it or isolate from the rest of the network. Our network topology map displays the departmental network hardware, e.g. hubs, switches, etc., and how the departmental network connects to the University networking backbone. We monitor this network in real time for outages. Network technicians are notified of outages by pager. We also maintain spares for all key hardware to minimize downtime from equipment failure.

b) *IT Security Policies and Procedures*

We have an overarching security policy for Wisconsin Center for Education Research that explicitly outlines the rights and responsibilities of users and makes clear the need for increased levels of security for research and administrative data. Users are also required to sign a form that acknowledges their understanding of the university's *IT Appropriate Use Policy*¹ as part of the procedure to create a network account. As a part of our user-level security policy, we require that users create and use complex passwords (at least 8 characters, no part of their names, mixed case, and including at least one number or punctuation mark). All passwords must be changed every 90 days and the systems do not allow passwords to be reused.

At the technical level, IT administrators have crafted access policies for users and devices in different organizational units within the School of Education. These policies are based on best practices for the various operating systems (as identified by third-party security organizations such as SANS or CIAC).

The WCER network operates behind a firewall with a default "deny all" policy. Specific ports may be opened to specific IP's to meet identified needs. Any remote access to any computer on the WCER network must be accomplished

¹ <http://www.doit.wisc.edu/security/policies/> for general best practices as well as appropriate use, password, and networked device policies.

through VPN. User accounts and access rules are centrally managed through Active Directory.

c) *Security Practices for Sensitive Data*

Depending on the sensitivity of the data and the requirements of the data provider, we implement additional security policies at the group (organizational unit) or sub-group level. These policies can be created to restrict access to particular machines or storage areas or can limit the access of particular individuals to meet narrow security requirements. We have supported a number of U.S. Department of Education-funded studies and are familiar with National Center for Education Statistics (NCES) security practices and audit procedures. We have never failed an NCES audit.

In many cases, when working with administrative and other individual student data, we follow NCES data security practices and create mapping tables for translating between sensitive identifiers (student or staff IDs, social security numbers, etc.) and internally created identifiers. The sensitive data is kept in encrypted tables and is only accessible by database administrators. These database administrators have no research duties and do not allow research access to the original data. The administrators only view encrypted versions of the original data using typical data management tools. Original media files or other data transport media are kept offline on optical or other media in a lock box in a fireproof tape safe. Only the database administrators have access to this lockbox.

d) *Use Anti-virus and Security Update Software*

We require that all systems attached to our network use anti-virus software and that they subscribe to appropriate auto-update services for critical security patches (depending on operating system). Scans are done periodically on all operating systems for which anti-virus software exists. We also remotely monitor the status of virus definitions on client machines that are attached to our domains to make sure that the update function is working.

e) *Transportation of Data.*

We normally only transport data in encrypted Zip archives on either tape or CD-ROM/DVD/Blu-Ray disk. Network file transmission is performed between secure ftp/ssh or secure socket link (SSL) http sites.

f) *Backups of Data*

We use Simpana as our enterprise backup system. The default policy keeps the last 6 versions of every file on the system. We also keep any deleted file for approximately (until backup tapes are reused) 90 days after it was deleted. In order to improve restore times, we cache the last 2 terabytes of backup on disk to speed restores of recently deleted or overwritten files. We keep a copy of all backup tapes in our online tape library to insure that all files will be readily retrievable. The servers themselves and the backup system are in a locked server

room in a secure facility. The original backup tapes are transferred on a daily basis to a large fire safe in a different building. Backups are tested quarterly to ensure the integrity of the data. An additional disaster recovery safeguard is that other units in the University Wisconsin System use Simpana to do its own backup and can provide backup personnel for WCER. Most of WCER servers are virtualized and we have a cooperative agreement in place with DOIT (UW System central technology group) to use their data as a remote recovery site for our virtual machines in the event of catastrophic loss.

g) *Ensure the Physical Security of IT Resources*

Logon to workstations is limited to named users. Logon to servers is restricted to named operators in the Technical Services unit. We have a backup generator that can provide power for all servers in the event of a power outage. The server room also has an emergency air conditioning system to ensure that servers and related support systems do not overheat in the event of a cooling failure. The server room has environmental sensors that can page appropriate personnel in the event of power and air conditioning, or water leaks. The server room is behind a series of locked doors in an alarmed space. Disposal policies ensure that all data is removed from machines and overwritten with random data before they are redeployed or disposed of.

h) *Perform Periodic Vulnerability Scanning*

WCER IT staff schedule periodic vulnerability scans of all WCER servers connected to the University campus network. The vulnerability scans include selective probes of communication services, operating systems, and applications to identify system weaknesses that could be exploited by intruders to gain access to the network. Responsibility for taking follow-up action to correct vulnerabilities, e.g., applying security patches to operating systems, is assigned to Computer Services support staff.

i) *Firewall Policy*

The School of Education has implemented a school-wide hardware firewall. Responsibility for maintaining the firewall, updated firewall policies, and periodically reviewing firewall logs is shared between the Dean's IT office and the senior administrators of WCER Technical Services. We currently do not require host-based (software) firewalls for remote machines. The network is segmented into multiple security zones with varying levels of trust and access. The server and network gear network segment has a default policy of *deny all unless specifically allowed*. We are able to create virtual networks between any given ports in the School of Education to ensure secure transmission between machines.

j) *Potential Security Incident Assessment*

We define a potential security incident (PSI) as: (1) any observed deviation by WCER IT staff from these WCER Standard Security Policies or Procedures; (2)

any reported incidents of non-compliance with these WCER Standard Security Policies or Procedures or confidentiality obligations by WCER authorized users; (3) any detected suspicious activity observed by WCER IT staff; or (4) any reported incidents by WCER authorized users of suspicious activities.

WCER authorized users of secure WCER IT systems are required to report all PSI to WCER IT staff as soon as they become aware of the PSI. WCER IT staff perform risk assessments of all reported or detected PSI upon learning of the incident. If it is determined that the incident is a low/no risk to WCER secure systems and data, then the incident is recorded and the matter is considered closed. If it is determined that the incident is a high risk to WCER secure systems or that the risk level is undetermined, then the incident is referred to WCER IT Incident Response Team and the matter is considered open until resolved by the WCER IT Incident Response Team according to the WCER/WIDA Secure Data Breach Policy. If, due to the nature and circumstances of the PSI it is apparent that the PSI poses a high or immediate risk to WCER secure systems, then WCER IT staff will immediately refer the matter to the WCER IT Incident Response Team.

All reported high-risk security incidents will be handled as confidential information. Personnel directly involved with/in investigating and responding to the incident will be the only individuals initially informed of the breach.

WCER/WIDA Secure Data Breach Policy

Purpose

The purpose of this policy is:

1. To establish a clear chain of control over the WCER/WIDA responses to all high-risk security incidents involving WCER/WIDA secure systems, including WIDA operational assessment provided/hosted by WCER vendors, currently Data Recognition Corp and MetriTech, Inc.;
2. To ensure notification to data owner[s] as soon as possible regarding any breaches to WCER/WIDA secure systems and/or their data; and
3. To outline the roles, responsibilities and procedures to ensure an effective response and resolution to any breaches to WCER/WIDA secure systems and/or their data.

Definitions

- Breach - any situation where education records and PII are accessed by someone other than an authorized user, for anything other than an authorized purpose.
- Data Owner – The organization or entity from which PII educational records are collected for the purpose of enacting WCER/WIDA’s contracted or agreed upon services.
- Education records – as defined in current FERPA regulations.
- High-risk security incident – any incident that poses an immediate or possible compromise to the integrity of a secure WCER/WIDA data system containing educational records with PII. Any incident where the exposure to system integrity is unknown shall be deemed a high-risk security incident.
- Personally Identifiable Information or PII - as defined in current FERPA regulations.

Scope

This policy covers all education records containing PII that are maintained by WCER/WIDA and its assessment vendors, including DRC and MetriTech. It applies to all high-risk security incidents reported to or detected by WCER IT staff and all reported data breaches by WCER assessment vendors.

WCER IT Incident Response and Breach Communication Teams

The WCER IT Incident Response Team

- Composition
 - University of Wisconsin members
 - Director of Information Technology, WIDA - Dan Machmeier
 - Director of Technical Services, WCER - Bob Glover
 - WCER Network Administrator - Rick Gross

- UW-Madison Chief Information Officer (UW-CIO) (if necessary)
 - WCER Vendor CIO, CSO or Director of IT Security (if breach is to vendor system)
- Duties and Responsibilities
 - Gathers and records all pertinent information related to the incident
 - Oversees/performs investigation of incidents in a timely and diligent manner
 - Oversees/performs mitigation activities
 - Preserves logs and any other potential evidence for possible legal action

The WIDA Breach Communication Team consists of the following individuals:

- Composition
 - Executive Director, WIDA - Tim Boals
 - Research Director and Data Custodian, WIDA - Gary Cook
 - Director of State Relations, WIDA - Jesse Markow
 - Director of Administrative Services, WIDA - Becki Kohl
- Duties and Responsibilities
 - Be apprised of the incident circumstances and ongoing incident response developments
 - In charge of ensuring effective communication with Data Owner[s]

High-Risk Incident Response Procedures

1. Assess and Validate Breach
 - a. Personnel involved
 - i. Assessment and validation are performed/overseen by the WCER IT Incident Response Team.
 - ii. WCER IT Incident Response Team may appoint and delegate individual assessment and validation tasks to WCER IT staff as response team support staff.
 - iii. Closing any non-breach incident shall be performed by a WCER IT Incident Response Team member only and reviewed by a second member of the WCER IT Incident Response Team.
 - b. Gather, examine, and record incident information
 - i. Identify IT assets/systems involved
 - ii. Identify data at risk
 - iii. Identify method of disclosure (e.g. malicious attack, internal unauthorized use, accidental)
 - iv. Perform initial breach assessment
 - c. If no breach – if upon initial assessment it is determined that no breach has taken place and the system is still secure, then:

- i. Correct any outstanding vulnerabilities
 - ii. Create record of incident, include the following:
 - 1. Incident information
 - 2. Actions taken, and
 - 3. Personnel involved
 - iii. Close incident
 - d. If breach – if upon initial assessment it is determined that a breach has occurred or is still threatened to occur, then:
 - i. Coordinate WCER IT Incident Response Team and support staff
 - 1. Assign incident manager
 - 2. Assign response tasks
 - ii. Determine status of breach, i.e. post-breach, on-going, threatened
 - iii. Mitigate on-going and threatened breach – (E.g. isolate system, take system offline)
 - iv. Activate secure back-up system to restore services – if any services have been interrupted due to breach, then, as soon as practicable, activate secure back-up system to restore services
 - v. Preserve evidence – if initial assessment shows signs of malicious attack or suspected criminal activity or the incident is likely to result in some legal action
 - vi. Create record of incident and response, include the following:
 - 1. Incident information
 - 2. Actions taken, and
 - 3. Personnel involved
 - vii. Notify the WIDA Breach Communication Team of incident
- 2. Investigate extent and circumstances of breach
 - a. Personnel involved – Investigation performed/overseen by the WCER IT Incident Response Team or UW-CIO if necessary.
 - b. Inclusion of UW-CIO – if the incident is likely to result in some legal action, for example, due to suspected criminal activity or a state-law required notification, then the WCER IT Incident Response Team shall immediately inform the UW-CIO office of the incident to determine:
 - i. If the UW-CIO will take over the management of the incident response Team,
 - ii. If additional university policies and procedures are activated, and
 - iii. If outside (of WCER/WIDA) resources/personnel are required to complete investigation.
 - c. Inclusion of UW-Madison legal counsel and law enforcement – the UW-CIO will coordinate with university legal counsel and law enforcement, as necessary.
 - d. Determine and record scope and nature of breach
 - i. Identify affected IT assets

- ii. Interview key personnel
 - iii. Identify, review and preserve available electronic logs and written records applicable to the breach
- 3. Notification of data owners
 - a. Personnel involved – At least one University of Wisconsin member of WCER IT Incident Response Team and one member of the WIDA Breach Communication Team
 - b. UW-CIO/UW-Madison legal counsel consultation
 - i. If the incident is likely to result in some legal action, then UW-CIO/UW-Madison legal counsel shall be consulted prior to notifying the affected data owner[s]
 - ii. Notwithstanding the foregoing, timely notification will be provided whether prior consultation with UW-CIO/UW-Madison legal counsel occurs. If no consultation occurs prior to notification, then consultation with UW-CIO/UW-Madison legal counsel shall happen as soon as possible.
 - c. Timing – notification to affected data owner[s] should occur as soon as possible, but no later than by the closing of the next business day after the breach has been validated
 - d. Goals
 - i. Establish clear communication channels between WCER IT Incident Response Team and designated data owner personnel
 - ii. Provide sufficient incident and response information to coordinate mutually-cooperative response to the incident
- 4. Resolution actions
 - a. Personnel involved
 - i. WCER IT Incident Response Team
 - ii. UW-CIO/UW-Madison legal counsel
 - b. Complete all mitigation activities
 - c. Securing of system/restoration of services
 - i. WCER IT Incident Response Team will certify system security has been restored and may be used for the performance of services
 - d. Notification of affected individuals
 - i. UW-CIO/UW-Madison legal counsel will determine, in consultation with the data owner[s] whether and to what extent, notification of affected individuals is appropriate or required by law
 - ii. UW-CIO/UW-Madison legal counsel will determine, in consultation with the data owner[s] whether and to what extent additional WCER/WIDA will provide other services to mitigate the risk of negative consequences to affected individuals
 - e. Legal actions

- i. UW-CIO/UW-Madison legal counsel will coordinate with the appropriate parties any legal actions that results from the incident
 - f. Recordkeeping – a clear record of all incident information gathered, actions taken, personnel involved, and review of findings will be maintained for each breach incident.
 - g. Close incident - Closing any breach incident shall be performed by the WCER IT Incident Response Team and reviewed by the UW-CIO.
- 5. Review –
 - a. Personnel involved
 - i. WCER IT Incident Response Team
 - ii. UW-CIO/UW-Madison legal counsel
 - b. Goals
 - i. Develop team approach to understanding, avoiding and responding to data security risks
 - ii. Improve existing security practices
 - iii. Minimize risk of future breaches
 - iv. Develop effective incident response procedures
 - c. Change data security policies and procedures as needed
 - d. Update and modify training as needed

WIDA Consortium Employee Confidentiality Agreement

The purpose of this agreement is for employees of the Wisconsin Center for Education Research at the University of Wisconsin-Madison ("WCER") to understand and acknowledge their responsibilities to protect and safeguard the restricted use of confidential information to which they have access during their employment.

To perform the responsibilities of my job at WCER, I therefore agree as follows:

1. I understand and acknowledge that "confidential information" includes the following:
 - a. Education records directly related to an individual student, which contain personally identifiable information;
 - b. Secure tests as defined by U.S. copyright law, 37 *CFR* 202.20(b)(4); and
 - c. Proprietary information of WCER, its employees, and certain third parties with which WCER enters contractual relations, the information, of which,
 - i. derives independent economic value, whether actual or potential, from not being generally known to the public;
 - ii. is not readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and
 - iii. is the subject of reasonable efforts by its owner to maintain its secrecy.
2. I understand and acknowledge that "disclosure" means to permit access to or the release, transfer or other communication of confidential information to any party, by any means.
3. I understand and acknowledge that because of my employment with WCER that I may have access to confidential information of WCER, its employees and third parties with which WCER enters contractual relations and that but for my employment with WCER, these parties would not disclose to me or authorize my use of their confidential information.
4. I understand and acknowledge that the disclosure and maintenance of education records is subject to University of Wisconsin System policy, and state and federal student privacy laws, including the federal Family Educational Rights and Privacy Act; that the disclosure of secure tests and their related contents is subject to federal copyright law and state trade secret law; that the disclosure of proprietary information is subject to state trade secret law; and that my employer may enter agreements with third parties that include the obligation of maintaining the confidentiality of confidential information.
5. During my employment and after the termination of my employment, I shall maintain the confidentiality of confidential information and will not reproduce or disclose the contents of any confidential information to any third party and will only use this confidential information as directed by WCER and solely for purposes authorized within the scope of my employment with WCER.
6. I understand and acknowledge that unauthorized disclosure of confidential information could be highly damaging to WCER, its employees, third parties with which WCER

enters contractual relations, and the students and parents of the students to whom this information belongs or pertains; and that disclosure of secure test materials to third parties could adversely affect the validity of the test items, results or the commercial value of the secure test materials.

7. In order to maintain the confidentiality of confidential information:
 - a. I shall take all reasonable precautions and follow all reasonable measures specified by WCER to protect confidential information in a manner that does not permit disclosure to anyone except those authorized to receive confidential information, including the safeguarding of WCER IT system passwords and identifications.
 - b. I shall not remove materials containing confidential information from WCER or WCER sanctioned servers unless authorized to do so.
 - c. I shall submit for review by appropriate personnel a copy of any report, article or public statement that concerns the use of confidential information prior to its dissemination in order to assure that no confidential information will be disclosed.
 - d. Upon termination of any project or as requested by my supervisor, I shall return any confidential information and copies to WCER; or, if I destroy any confidential information, either upon request by WCER or the owner of the information or as required by law, I shall create a written record certifying the destruction of the confidential information.
 - e. I shall notify my supervisor if:
 - i. I learn of any unauthorized or accidental disclosures of confidential information;
 - ii. I am asked to disclose confidential information to a proposed recipient who I am unaware is authorized to receive the information; and
 - iii. I have questions relating to what constitutes confidential information.
8. I understand and acknowledge that WCER, any third parties with which WCER enters contractual relations, or any other party affected by a breach or threatened breach of this agreement by me will be entitled to injunctive and other equitable relief in addition to any available remedy of law. Any unauthorized use or disclosure of confidential information to unauthorized persons may be cause for disciplinary and legal action.

I have read this agreement and understand the condition of employment.

Signature of Employee

Date

Print Name

Date

Supervisor

Date

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH ELP ASSESSMENT – WIDA
AGREEMENT 2016-040**

Schedule G

TECHNICAL REQUIREMENTS

WCER is providing assessment services to the Department of Education as a member of the WIDA Consortium. WCER has procured a vendor under a competitive bidding process, according to State of Wisconsin/University of Wisconsin-Madison procurement laws and policies to provide for the technical administration of the WIDA assessment. The technical requirements for the WCER assessment services are detailed in the State of Wisconsin Vendor Net System no. 15-5335. WCER will provide its assessment services to State with the same technical requirements that it provides to all other WIDA Consortium member states. The State has reviewed WIDA Consortium's technical capacity for providing assessment services and has determined that WCER and its vendor meet the State's technical requirements for this agreement.

Field #	Item Detail	Number of Characters	Starting Position	Ending Position	Character Type	Item Description	Example
1	State Name Abbreviation	2	1	2	Alpha	2 character state designation	SS
2	District Name	18	3	20	Alpha	District Name	Sample Dist
3	District Number	15	21	35	Alpha/Numeric	Unique number identifying district within the state	123456
4	School Name	18	36	53	Alpha	School Name	Sample Sch
5	School Number	15	54	68	Alpha/Numeric	Unique number identifying school within the district	123456
6	Student Last Name	18	69	86	Alpha	Student Last Name	Feldman
7	Student First Name	14	87	100	Alpha	Student First Name	Susan
8	Student Middle Initial	1	101	101	Alpha	Student Middle Initial	C
9	Birth Date	8	102	109	Numeric	MMDDYYYY - 01/12/1983 (January 12, 1983) or 00000000 = Unknown	01121983
10	Gender	1	110	110	Alpha	M = Male or F = Female or N = Not Reported	F
11	State Student ID	15	111	125	Alpha/Numeric	Unique State Student ID	1234567890
12	District Student ID	15	126	140	Alpha/Numeric	Unique District Student ID	100645
13	Grade	2	141	142	Numeric	Kindergarten through 12th grade (00 = K, through 12)	00
14	Cluster	1	143	143	Numeric	Kindergarten = 0, 1-2 = 1, 3-5 = 3, 6-8 = 6 and 9-12 = 9	0
15	Tier	1	144	144	Alpha	A, B, C, or a dash will represent Kindergarten	C
16	Ethnicity - Hispanic/Latino	1	145	145	Alpha	H = Hispanic/Latino, N = Not Hispanic	H
17	Race - American Indian/Alaskan Native	1	146	146	Alpha	Y = Yes, N = No	Y
18	Race - Asian	1	147	147	Alpha	Y = Yes, N = No	N
19	Race - Black/African American	1	148	148	Alpha	Y = Yes, N = No	Y
20	Race - Pacific Islander/Hawaiian	1	149	149	Alpha	Y = Yes, N = No	N
21	Race - White	1	150	150	Alpha	Y = Yes, N = No	Y
22	Native Language	4	151	154	Alpha/Numeric	Native Language Code	112
23	Date First Enrolled	8	155	162	Numeric	MMDDYYYY - 01122004 (January 12, 2004), or 00000000 = Unknown, Date student enrolled in US School	01122004
24	Length of Time in LEPIELL Program	2	163	164	Numeric	Represented in number of years by school year	02
25	Title III Status	1	165	165	Alpha	Y = Yes, or N = No or Blank	N
26	Migrant	1	166	166	Alpha	M = Migrant or N = No or Blank	M
27	IEP Status	1	167	167	Alpha	Y = Yes, or N = No or Blank	N
28	504 Plan	1	168	168	Alpha	Y = Yes, or N = No or Blank	N
29	No Additional Services (NAS)	1	169	169	Alpha	Y = Yes, or N = No or Blank	N
30	Content Area Tutoring (CAT)	1	170	170	Alpha	Y = Yes, or N = No or Blank	Y
31	Developmental Bilingual (DBE)	1	171	171	Alpha	Y = Yes, or N = No or Blank	N
32	Dual Language & Two-Way Immersion (TWI)	1	172	172	Alpha	Y = Yes, or N = No or Blank	N
33	Heritage Language (HLA)	1	173	173	Alpha	Y = Yes, or N = No or Blank	N
34	Sheltered English Instruction (SEI)	1	174	174	Alpha	Y = Yes, or N = No or Blank	N
35	Transitional Bilingual (TBI)	1	175	175	Alpha	Y = Yes, or N = No or Blank	N
36	Content-Based ESL (CBE)	1	176	176	Alpha	Y = Yes, or N = No or Blank	N
37	Structured English Immersion or SDAIE (SENI)	1	177	177	Alpha	Y = Yes, or N = No or Blank	N
38	Pull-Out ESL (POE)	1	178	178	Alpha	Y = Yes, or N = No or Blank	N
39	Inclusionary Support (IS)	1	179	179	Alpha	Y = Yes, or N = No or Blank (Support provided in-the-mainstream classroom)	N
40	Pull-Out For Individualized Support (PO)	1	180	180	Alpha	Y = Yes, or N = No or Blank (Pulled out of regular classes)	N
41	Self-Contained (SC)	1	181	181	Alpha	Y = Yes, or N = No or Blank (Usually found only in bilingual classrooms)	N
42	Parental Refusal for Services (PR)	1	182	182	Alpha	Y = Yes, or N = No or Blank (Parents have "opted out" of bilingual/ESL services)	N

Field #	Item Detail	Number of Characters	Starting Position	Ending Position	Character Type	Item Description	Example
43	State Support Delivery is Not Applicable (NA)	1	183	183	Alpha	Y = Yes, or N = No or Blank	N
44	Audio Amplification Device or Noise Buffer (AA)	1	184	184	Alpha	Y = Yes, or N = No or Blank	N
45	Braille test or writer (BR)	1	185	185	Alpha	Y = Yes, or N = No or Blank	N
46	Large Print Booklet (LP)	1	186	186	Alpha	Y = Yes, or N = No or Blank	N
47	Magnification or Low Vision aids (LV)	1	187	187	Alpha	Y = Yes, or N = No or Blank	N
48	Computer Assisted (CA)	1	188	188	Alpha	Y = Yes, or N = No or Blank	Y
49	Modified Presentation Format (PF)	1	189	189	Alpha	Y = Yes, or N = No or Blank	N
50	Scribe (SB)	1	190	190	Alpha	Y = Yes, or N = No or Blank	N
51	Setting Format (SF)	1	191	191	Alpha	Y = Yes, or N = No or Blank	N
52	Modified Test Directions (TD)	1	192	192	Alpha	Y = Yes, or N = No or Blank	N
53	Modified Timing/Scheduling (TS)	1	193	193	Alpha	Y = Yes, or N = No or Blank	N
54	Other Approved Accommodation (OA)	1	194	194	Alpha	Y = Yes, or N = No or Blank	N
55	State Defined Optional Data	10	195	204	Alpha/Numeric	State Designated Additional Data	N
56	District Defined Optional Data	10	205	214	Alpha/Numeric	District Designated Additional Data (this may also be additional State Data)	
57	Booklet Serial Number	10	215	224	Alpha/Numeric	Scored Booklet Serial Number	00KT111111
58	Scoring Center Use	8	225	232	Numeric	MainTech Unique Student Identifier	11223344
59	Form Number	6	233	238	Numeric	Unique ACCESS form Identifier	121091
60	Listening Raw Item Responses - Grades 1-12	23	239	261	Numeric	1 through 4, or 9 = Blank	
61	Speaking Raw Item Responses - Grades 1-12	13	262	274	Numeric	0 through 3, 9 = Blank, or 7 = Teacher recorded the field as '?'	
62	Reading Raw Item Responses - Grades 1-12	29	275	303	Numeric	1 through 4, or 9 = Blank	
63	Writing Raw Scores Task 1 - Grades 1-12	3	304	306	Numeric	0 through 6, or 9 = Blank for Linguistic Control, Vocabulary Usage & Language Control	111
64	Writing Raw Scores Task 2 - Grades 1-12	3	307	309	Numeric	0 through 6, or 9 = Blank for Linguistic Control, Vocabulary Usage & Language Control	222
65	Writing Raw Scores Task 3 - Grades 1-12	3	310	312	Numeric	0 through 6, or 9 = Blank for Linguistic Control, Vocabulary Usage & Language Control	333
66	Writing Raw Scores Task 4 - Grades 1-12	3	313	315	Numeric	0 through 6, or 9 = Blank for Linguistic Control, Vocabulary Usage & Language Control	444
67	Listening Scored Responses - Grades 1-12	23	316	338	Numeric	0 = Incorrect, 1 = Correct	1
68	Speaking Scored Responses - Grades 1-12	13	339	351	Numeric	0 = Incorrect, 1 = Correct	0
69	Reading Scored Responses - Grades 1-12	29	352	380	Numeric	0 = Incorrect, 1 = Correct	1
70	Listening Scale Score	3	381	383	Alpha/Numeric	100 through 600 or NA	100
71	Speaking Scale Score	3	384	386	Alpha/Numeric	100 through 600 or NA	100
72	Reading Scale Score	3	387	389	Alpha/Numeric	100 through 600 or NA	100
73	Writing Scale Score	3	390	392	Alpha/Numeric	100 through 600 or NA	100
74	Comprehension Score	3	393	395	Alpha/Numeric	100 through 600 - 0.7 Reading + 0.3 Listening Scale Score or NA	100
75	Oral Scale Score	3	396	398	Alpha/Numeric	100 through 600 - 0.5 Listening + 0.5 Speaking Scale Score or NA	100
76	Literacy Scale Score	3	399	401	Alpha/Numeric	100 through 600 - 0.5 Listening + 0.5 Writing or NA	100
77	Composite (Overall) Scale Score	3	402	404	Alpha/Numeric	100 through 600 - 0.35 Reading + 0.35 Writing + 0.15 Listening + 0.15 Speaking or NA	100
78	Listening Proficiency Level	3	405	407	Alpha/Numeric	1.0 through 6.0 or NA	1.0
79	Speaking Proficiency Level	3	408	410	Alpha/Numeric	1.0 through 6.0 or NA	2.0
80	Reading Proficiency Level	3	411	413	Alpha/Numeric	1.0 through 6.0 or NA	3.0
81	Writing Proficiency Level	3	414	416	Alpha/Numeric	1.0 through 6.0 or NA	4.0
82	Comprehension Proficiency Level	3	417	419	Alpha/Numeric	1.0 through 6.0 or NA	5.1
83	Oral Proficiency Level	3	420	422	Alpha/Numeric	1.0 through 6.0 or NA	4.3
84	Literacy Proficiency Level	3	423	425	Alpha/Numeric	1.0 through 6.0 or NA	3.9
85	Composite (Overall) Proficiency Level	3	426	428	Alpha/Numeric	1.0 through 6.0 or NA	3.3

Field #	Item Detail	Number of Characters	Starting Position	Ending Position	Character Type	Item Description	Example
86	Comprehension SI Raw Score	2	429	430	Alpha/Numeric	Items Correct by Standard - 0 to maximum for the grade and tier or X if not applicable	2
87	Comprehension LA Raw Score	2	431	432	Alpha/Numeric	Items Correct by Standard - 0 to maximum for the grade and tier or X if not applicable	4
88	Comprehension Math Raw Score	2	433	434	Alpha/Numeric	Items Correct by Standard - 0 to maximum for the grade and tier or X if not applicable	3
89	Comprehension Science Raw Score	2	435	436	Alpha/Numeric	Items Correct by Standard - 0 to maximum for the grade and tier or X if not applicable	10
90	Comprehension SS Raw Score	2	437	438	Alpha/Numeric	Items Correct by Standard - 0 to maximum for the grade and tier or X if not applicable	5
91	Speaking SI Raw Score	1	439	439	Alpha/Numeric	0 through 3 or X if not applicable	1
92	Speaking LA/SS Raw Score	1	440	440	Alpha/Numeric	0 through 5 or X if not applicable	3
93	Speaking Math/Science Raw Score	1	441	441	Alpha/Numeric	0 through 5 or X if not applicable	5
94	Writing Social Instructional Scores	6	442	447	Alpha/Numeric	0 through 24 for Linguistic Control, Vocabulary Usage and Language Control or X if not applicable	1 1 1
95	Writing Language Arts Scores	6	448	453	Alpha/Numeric	0 through 6 for Linguistic Control, Vocabulary Usage and Language Control or X if not applicable	2 2 2
96	Writing Math/Science Scores	6	454	459	Alpha/Numeric	0 through 6 for Linguistic Control, Vocabulary Usage and Language Control or X if not applicable	3 3 3
97	Writing Language Arts/Social Studies Scores	6	460	465	Alpha/Numeric	0 through 6 for Linguistic Control, Vocabulary Usage and Language Control or X if not applicable	4 4 4
98	Absent - Listening	1	466	466	Alpha	Y = Yes Absent, N = No - Not Absent	N
99	Absent - Speaking	1	467	467	Alpha	Y = Yes Absent, N = No - Not Absent	N
100	Absent - Reading	1	468	468	Alpha	Y = Yes Absent, N = No - Not Absent	N
101	Absent - Writing	1	469	469	Alpha	Y = Yes Absent, N = No - Not Absent	N
102	Invalid - Listening	1	470	470	Alpha	Y = Yes Invalid, N = No - Not Invalid	N
103	Invalid - Speaking	1	471	471	Alpha	Y = Yes Invalid, N = No - Not Invalid	N
104	Invalid - Reading	1	472	472	Alpha	Y = Yes Invalid, N = No - Not Invalid	N
105	Invalid - Writing	1	473	473	Alpha	Y = Yes Invalid, N = No - Not Invalid	N
106	Declined - Listening	1	474	474	Alpha	Y = Yes Declined, N = No - Not Declined	N
107	Declined - Speaking	1	475	475	Alpha	Y = Yes Declined, N = No - Not Declined	N
108	Declined - Reading	1	476	476	Alpha	Y = Yes Declined, N = No - Not Declined	N
109	Declined - Writing	1	477	477	Alpha	Y = Yes Declined, N = No - Not Declined	N
110	Exempted Special Ed/504 - Listening	1	478	478	Alpha	Y = Yes Exempted, N = No - Not Exempted	N
111	Exempted Special Ed/504 - Speaking	1	479	479	Alpha	Y = Yes Exempted, N = No - Not Exempted	N
112	Exempted Special Ed/504 - Reading	1	480	480	Alpha	Y = Yes Exempted, N = No - Not Exempted	N
113	Exempted Special Ed/504 - Writing	1	481	481	Alpha	Y = Yes Exempted, N = No - Not Exempted	N
114	Listening Confidence - High Score	3	482	484	Numeric	High End of Score Confidence Range - 100 through 600 or NA	600
115	Listening Confidence - Low Score	3	485	487	Numeric	Low End of Score Confidence Range - 100 through 600 or NA	100
116	Speaking Confidence - High Score	3	488	490	Numeric	High End of Score Confidence Range - 100 through 600 or NA	600
117	Speaking Confidence - Low Score	3	491	493	Numeric	Low End of Score Confidence Range - 100 through 600 or NA	100
118	Reading Confidence - High Score	3	494	496	Numeric	High End of Score Confidence Range - 100 through 600 or NA	600
119	Reading Confidence - Low Score	3	497	499	Numeric	Low End of Score Confidence Range - 100 through 600 or NA	100
120	Writing Confidence - High Score	3	500	502	Numeric	High End of Score Confidence Range - 100 through 600 or NA	600
121	Writing Confidence - Low Score	3	503	505	Numeric	Low End of Score Confidence Range - 100 through 600 or NA	100
122	Comprehension Confidence - High Score	3	506	508	Numeric	High End of Score Confidence Range - 100 through 600 or NA	600
123	Comprehension Confidence - Low Score	3	509	511	Numeric	Low End of Score Confidence Range - 100 through 600 or NA	100
124	Oral Confidence - High Score	3	512	514	Numeric	High End of Score Confidence Range - 100 through 600 or NA	600
125	Oral Confidence - Low Score	3	515	517	Numeric	Low End of Score Confidence Range - 100 through 600 or NA	100
126	Literacy Confidence - High Score	3	518	520	Numeric	High End of Score Confidence Range - 100 through 600 or NA	600
127	Literacy Confidence - Low Score	3	521	523	Numeric	Low End of Score Confidence Range - 100 through 600 or NA	100
128	Composite (Overall) Confidence - High Score	3	524	526	Numeric	High End of Score Confidence Range - 100 through 600 or NA	600

Field #	Item Detail	Number of Characters	Starting Position	Ending Position	Character Type	Item Description	Example
129	Composite (Overall) Confidence - Low Score	3	527	529	Numeric	Low End of Score Confidence Range - 100 through 600 or NA	100
130	Listening Proficiency Level - Kindergarten Instructional	3	530	532	Alpha/Numeric	1.0 through 6.0 or NA	1.0
131	Speaking Proficiency Level - Kindergarten Instructional	3	533	535	Alpha/Numeric	1.0 through 6.0 or NA	2.0
132	Reading Proficiency Level - Kindergarten Instructional	3	536	538	Alpha/Numeric	1.0 through 6.0 or NA	3.0
133	Writing Proficiency Level - Kindergarten Instructional	3	539	541	Alpha/Numeric	1.0 through 6.0 or NA	4.0
134	Comprehension Proficiency Level - K Instructional	3	542	544	Alpha/Numeric	1.0 through 6.0 or NA	5.1
135	Oral Proficiency Level - Kindergarten Instructional	3	545	547	Alpha/Numeric	1.0 through 6.0 or NA	4.3
136	Literacy Proficiency Level - Kindergarten Instructional	3	548	550	Alpha/Numeric	1.0 through 6.0 or NA	3.9
137	Composite (Overall) Proficiency Level - K Instructional	3	551	553	Alpha/Numeric	1.0 through 6.0 or NA	3.3
138	Kindergarten Listening Raw Item Responses	30	554	583	Numeric	1 through 4, or 9 = Blank	
139	Kindergarten Speaking Raw Item Responses	10	584	593	Numeric	0 through 2, 9 = Blank or skipped, or 7 = Teacher recorded the field as '?'	
140	Kindergarten Reading Raw Item Responses	30	594	623	Numeric	1 through 4, or 9 = Blank or skipped	
141	Kindergarten Writing Raw Item Responses	11	624	634	Numeric	0 through 6, or 9 = Blank or skipped	
142	Kindergarten Listening Scored Responses	30	635	664	Numeric	0 = Incorrect, 1 = Correct	1
143	Kindergarten Speaking Scored Responses	10	665	674	Numeric	0 = Incorrect, 1 = Correct	0
144	Kindergarten Reading Scored Responses	30	675	704	Numeric	0 = Incorrect, 1 = Correct	1
145	Kindergarten Writing Scored Responses	6	705	710	Numeric	0 through 6	
146	Pre-ID Label Used	1	711	711	Numeric	1 = Yes, 0 = No	1
147	Date of Testing	6	712	717	Numeric	Date student completed testing in school: MMDDYY - 033014 (March 30, 2014) or 000000 = Blank	033014

Changes to the WIDA Data File Structure for 2012:

- Additional Field:
 - Field added: 146: Pre-ID Label Used

CONTRACT 2016-040

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WCER INITIALS RAW
 DATE 7/4/16



OFFICE OF INDUSTRIAL PARTNERSHIPS

Certification of Signature Authority

March 04, 2015

The undersigned hereby certifies, as of the date of signing, that the following documents are still in effect and that Richelle Martin has the authority to enter agreements for the Board of Regents of the University of Wisconsin System and the University of Wisconsin-Madison.

- University of Wisconsin System Regent Policy Document 13-1: General Contract Approval, Signature Authority, and Reporting.
- University of Wisconsin System President Memo dated October 1, 2012; re. Delegation of Signature Authority.
- University of Wisconsin-Madison Chancellor Memo dated September 9, 2015; re. Delegation of Signature Authority.

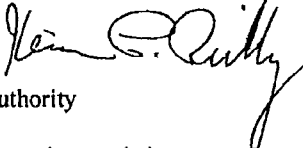
A handwritten signature in cursive script that reads "Richelle Martin".

Richelle Martin
Assistant Director, Office of Industrial Partnerships
University of Wisconsin-Madison



Office of the President
1700 Van Hise Hall
1220 Linden Drive
Madison, Wisconsin 53706-1559
(608) 262-2321
(608) 262-3985 Fax
e-mail: kreilly@uwasa.edu
website: www.wisconsin.edu

October 1, 2012

TO: Chancellors
FROM: Kevin P. Reilly, President 
SUBJECT: Delegation of Signature Authority

Earlier this year, the Board of Regents approved several changes to Board policies related to contract signature authority. Those changes were intended to consolidate, clarify, and streamline the delegation and approval of signature authority at UW System institutions. Copies of the new policies are attached for your information.

The recently revised policies continue delegation of signature authority from the Board of Regents to the Board Secretary and the President of the UW System. In addition, the changes afford me the opportunity to delegate signature authority for certain types of contracts directly to UW System Chancellors and allow you to further delegate that authority to appropriate individuals at your institution.

Pursuant to this new policy, I am hereby delegating signature authority under *Regent Policy Document 13-1 General Contract Signature Authority, Approval, and Reporting* to you as Chancellor of your institution. As a result, you will no longer be required to submit requests for signature authorization to my office for approval. You are authorized to make appropriate delegations directly to individual employees at your institution. Please note, in accordance with the new policy, delegations must be made in writing and be on file in your office. Individuals should be delegated signature authority only for the specific documents, or types of documents, needed to allow them to efficiently and effectively perform the responsibilities of their position.

It is important to note this authority does not extend to real property and/or construction related contracts. With few exceptions, authority for those contracts and activity is retained by the Board of Regents and the Division of State Facilities (DSF). This activity is addressed in *Regent Policy Document 13-2 Real Property and Construction Related Contract Signature Authority and Approval*.

This is one more small, but important, step along our path to streamlining our operations and removing unnecessary administrative burdens.

Enclosures (2)

Copy: Chief Business Officers
Regent President Brent Smith
Regent Vice President Mike Falbo
Board Secretary Jane Radue
General Counsel Tom Stafford



WISCONSIN
UNIVERSITY OF WISCONSIN-MADISON

September 9, 2015

To: Richelle Martin, Assistant Director
Office of Industrial Partnerships

From: Chancellor Rebecca Blank

Subject: Delegation of Signature Authority

Pursuant to the UW-System President's memo of October 1, 2012 and *Regent Policy Document 13-1 General Contract Signature Authority, Approval and Reporting* (attached), this memo delegates to you authority to sign proposals, agreements, and contracts, related to extramural support activities of the University and the authority to sign contracts providing for an outside party's use, for research purposes, of research facilities under the control of a Dean or Director, consistent with UW-System Policy, UW-Madison Policy and UWS 21.

Questions regarding the delegation of signature authority should be directed to Scott Hildebrand, Senior Special Assistant to the Vice Chancellor for Finance and Administration, at 890-3146.

Attachments (2)

cc: Darrell Bazzell
Raymond Taffora
Scott Hildebrand

Chancellor Rebecca M. Blank
Morgridge Friends Distinguished Chair of Leadership

Bascom Hall University of Wisconsin-Madison 500 Lincoln Drive Madison, Wisconsin 53706
608-262-8967 Fax: 608-262-8333 TTY 608-263-2473



June 19, 2015

RE: Liability Protection for the University of Wisconsin

The State of Wisconsin, and consequently the Board of Regents of the University of Wisconsin System, as an agency of the State, is self-funded for liability under Wisconsin Statutes 893.82 and 895.46 (1). This protection covers officers, employees and agents for their negligent acts, while in the course and scope of their duties and extends to employees and agents of the University of Wisconsin – Madison, Wisconsin Center for Education Research. This protection is both general (including auto) and professional. Since this is statutory indemnification, we have no legal basis or any policy on which to name you as an additional insured. The coverage is continuous under the law.

Workers Compensation and Employer's Liability is covered under Wisconsin Statutes, Chapter 102. This coverage is in compliance with applicable Federal and State workers compensation and occupational disease statutes.

Sincerely,

Richard Gibbs
Director of Risk Management

cc:

Risk Management

University of Wisconsin-Madison • 21 N Park St, Ste 6101 • Madison, WI 53715
P: 608.262.8926 • F: 608.262.9082 • http://www.bussvc.wisc.edu/risk_mgt • dbeich@bussvc.wisc.edu

**CERTIFICATE OF COVERAGE
STATE OF WISCONSIN**

This is to certify that coverage described below is effective per the statutory authority referenced. This certificate is not a policy or a binder of insurance and does not in any way alter, amend or extend the coverage afforded by any reference herein. The coverage is subject to all terms and conditions of the statutory authority.

STATE AGENCY: Board of Regents of the University of Wisconsin System 780 Regent Street, Ste 145 Madison, WI 53715	CAMPUS NAME: UW-Madison
	DATE ISSUED: 10-19-2015

KIND OF COVERAGE	XX	STATUTORY REFERENCES
Worker's Compensation	XX	Sec 102
Liability	XX	Sec. 895.46(1) and 893.82
Automobile Liability	XX	Sec. 895.46(1) and 893.82
Property	XX	Sec. 895.46(1) and 893.82

The entry of XX in this column means that the coverage is afforded per this certificate and the statute referenced.

DATES OF COVERAGE:	10-19-2015 through 06-30-2018
DESCRIPTION OF COVERAGE:	Coverage as afforded by statutory references listed above for:

The Board of Regents of the University of Wisconsin System agrees to indemnify and hold harmless the parties named in this certificate and their officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University of Wisconsin System while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

ISSUED TO:

State of New Hampshire
Department of Education

ISSUED BY: Debbie Beich
Risk Management
Specialist

Richard Gibbs
Richard Gibbs,
Director of Risk Management