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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, NH 03301
TEL. (603) 271-3495
FAX (603) 271-1953

May 21, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Division of Learner Support, to amend an existing contract with the World-Class Instructional Design and Assessment (WIDA) Consortium at Wisconsin-Madison's Wisconsin Center for Education Research (WCER), (vendor code 169353), by increasing the price limitation by \$492,387 from \$645,808.25 to \$1,138,195.25 and extending the end date from June 30, 2021 to June 30, 2023, to administer the ACCESS for ELLs® English language proficiency test for all English language learners, effective upon Governor and Council approval through June 30, 2023. This contract was originally approved by Governor and Council on July 27, 2018 (Item # 46). 50% General Funds, 50% Federal Funds.

Funds to support this request are anticipated to be available in the accounts titled Assessment-State and Assessment-Federal, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified:

<u>Account</u>	<u>Description</u>	<u>FY 22</u>
06-56-56-562010-25310000-612-500942	State Testing	\$110,361.50
06-56-56-562010-25340000-102-500731	Contracts for Program Services	\$110,361.50
		<u>FY23</u>
06-56-56-562010-25310000-612-500942	State Testing	\$135,832.00
06-56-56-562010-25340000-102-500731	Contracts for Program Services	\$135,832.00

EXPLANATION

The Department is requesting that this amendment be approved amendment because, WIDA is the only vendor with an assessment that takes into account and aligns to the New Hampshire Academic Standards. WIDA is also 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

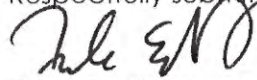
package for all students K-12, with multiple levels of difficulty. New Hampshire has been part of the WIDA Consortium, along with 36 other states and territories, since 2004.

The Every Student Succeeds Act (ESSA) requires local education agencies (LEAS) to provide an annual assessment of English language proficiency for all students with limited English language proficiency in schools served by the State Educational Agency (SEA). By administering the ACCESS for ELLs Assessment through the WIDA Consortium and WCER, New Hampshire will meet this requirement and continue to receive discounts on screeners, tests and other assessment materials; share resources; and produce a high quality assessment at a reasonable price to the state.

Because this contract fulfills both state and Federal assessment requirements, the costs are shared between Federal and state funds.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:mw: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/doi

Denis Goulet
Commissioner

April 23, 2021

Frank Edelblut, Commissioner
Department of Education
State of New Hampshire
101 Pleasant Street
Concord, NH 03301

Dear Commissioner Edelblut:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract with the University of Wisconsin-Madison's Wisconsin Center for Education Research of Madison, WI, as described below and referenced as DoIT No. 2018-154A.

This is a request to enter into a contract amendment with the University of Wisconsin-Madison's Wisconsin Center for Education Research for continued use of the ACCESS for ELLs (English Language Learners) English language proficiency test for all English language learners.

The price limitation will increase by \$492,387.00, from \$645,808.25 to \$1,138,195.25, and the completion date will extend from June 30, 2021 to June 30, 2023, effective upon Governor and Council approval.

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

Sincerely,

Denis Goulet

DG/ik
DoIT #2018-154A

cc: Bruce Smith, Assistant Director ASD/DoIT

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
ACCESS FOR ENGLISH LANGUAGE LEARNERS
<CONTRACT #2018-154>
CONTRACT AMENDMENT 1**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2018-184, on July 27, 2018 Item #46, (herein after referred to as the "Agreement"), the Word-Class Instructional Design and Assessment (WIDA) Consortium at Wisconsin-Madison's Wisconsin Center for Education Research (WCER) (hereinafter referred to as "Vendor" or "WCER" agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Education (hereinafter referred to as the "Department"), certain sums as specified therein:

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council:

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects:

WHEREAS, the Department wishes to continue to contract with the vendor to administer the ACCESS for ELLs® English language proficiency test for all English language learners.

WHEREAS, The Vendor agrees to provide an annual assessment of English language proficiency for students with limited English language proficiency

WHEREAS, the Department and the Vendor wish to extend the completion date from June 30, 2021 to June 30, 2023;

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$492,387.00 to bring the total contract price to \$1,138,195.25

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend Section 1.7 of the Agreement (Page 1) by extending the Completion Date from June 30, 2021 to June 30, 2023.
2. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$492,387.00 from \$645,808.25 to \$1,138,195.25.
3. The Agreement is further amended as described in Table 1:

Table 1

Contract #2018-154 Part 2 - Information Technology Provisions	AMENDED TEXT
Amount of Contract	Remove: \$645,808.25 And Replace With: \$1,138,195.25

Initial all pages
Vendor Initials VP Date 05/20/21

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
ACCESS FOR ENGLISH LANGUAGE LEARNERS
<CONTRACT #2018-154>
CONTRACT AMENDMENT I**

Term of Contract	Remove: Three Years And Replace With: Five Years
Submitted By:	Remove: Julie Couch And Replace With: Melissa White
Phone:	Remove: 603-271-0058 And Replace With: 603-271-3855
Email:	Remove: <u>Julie.Couch@doe.nh.gov</u> And Replace With: <u>Melissa.White@doe.nh.gov</u>
2. Contract Term	Remove: The contract shall begin on the Effective Date and extend through June 30, 2021. And Replace With: The contract shall begin on the Effective Date and extend through June 30, 2023.
Contract #2018-154 Exhibit A Section Number	AMENDED TEXT
TERM	Remove: The terms set forth within this MOU are hereby in effect from the effective date of this MOU through June 30, 2021. And Replace With: The terms set forth within this MOU are hereby in effect from the effective date of this MOU through June 30, 2023.
Contract #2018-154 Exhibit B Section Number	AMENDED TEXT
1. DELIVERABLE PAYMENT SCHEDULE	Remove: This is a Not to Exceed (NTE) Agreement totaling \$645,808.25.00 for the period effective upon Governor and Council approval through June 30, 2021. 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. And Replace With: This is a Not to Exceed (NTE) Agreement totaling \$1,138,195.25 for the period effective upon Governor and Council approval through June 30, 2023. 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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Vendor Initials VP

Date 05/20/21

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
ACCESS FOR ENGLISH LANGUAGE LEARNERS
<CONTRACT #2018-154>
CONTRACT AMENDMENT 1

<p>Contract #2018-154 Exhibit C Section Number</p>	
	<p>Add: 25. FORCE MAJEURE Neither party is responsible for any inability or failure to comply with the terms of this Agreement due to causes that are beyond its control and that occur without the negligence or malfeasance of such party. These causes include but are not restricted to: fire, storm, flood, earthquake, explosion, acts of the public enemy, war, rebellion, insurrection, mutiny, sabotage, epidemic, pandemic, quarantine restrictions, labor disputes, embargoes, acts of God, and acts of the United States or any other government—including the failure of any government to grant export or import licenses or permits.</p> <p>Add: 26. Federal Certification 2 CFR 200.415</p> <p>Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:</p> <p>By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).</p>
<p>3. STATE CONTRACT MANAGER</p>	<p>Remove: Julie Couch, Administrator Department of Education 101 Pleasant Street Concord, NH 03301 Tel: (603) 271-0058 Fax: (603) 271-7381 Email: Julie.Couch@doe.nh.gov</p> <p>And Replace With : Melissa White, Administrator Department of Education 101 Pleasant Street Concord, NH 03301 Tel: (603) 271-3855 Fax: (603) 271-7381 Email: Melissa.White@doe.nh.gov</p>
<p>4. STATE PROJECT MANAGER</p>	<p>Remove: Julie Couch, Administrator Department of Education 101 Pleasant Street</p>

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Vendor Initials VP

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
ACCESS FOR ENGLISH LANGUAGE LEARNERS
<CONTRACT #2018-15>
CONTRACT AMENDMENT 1**

	<p>Concord, NH 03301 Tel: (603) 271-0058 Fax: (603) 271-7381 Email: Julie.Couch@doe.nh.gov</p> <p>And Replace With : Melissa White, Administrator Department of Education 101 Pleasant Street Concord, NH 03301 Tel: (603) 271-3855 Fax: (603) 271-7381 Email: Melissa.White@doe.nh.gov</p>
<p>10. NOTICE</p>	<p>Remove: To STATE: Julie Couch, Administrator State of New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301 Tel: (603) 271-0058 Email: Julie.Couch@doe.nh.gov</p> <p>And Replace with: Melissa White, Administrator State of New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301 Tel: (603) 271-3855 Email: Melissa.White@doe.nh.gov</p>
<p>14. PAYMENT SCHEDULE</p>	<p>Remove: This is a Not to Exceed (NTE) Contract totaling \$645,808.25 for the period effective upon Governor & Council approval through June 30, 2021. 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.</p> <p>And Replace With: This is a Not to Exceed (NTE) Contract totaling \$1,138,195.25 for the period effective upon Governor & Council approval through June 30, 2023. 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.</p>
<p>14. PAYMENT SCHEDULE</p>	<p>Remove: 14.1 Total Contract Price This is a Not to Exceed (NTE) Contract for the period effective upon Governor & Council approval through June 30, 2021. 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 \$645,808.25 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the</p>

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Vendor Initials VP Date 05/20/21

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
ACCESS FOR ENGLISH LANGUAGE LEARNERS
<CONTRACT #2018-154>
CONTRACT AMENDMENT 1**

	<p>complete reimbursement to WCER for all fees and expenses, of whatever nature, incurred by WCER in the performance hereof.</p> <p>And Replace With: This is a Not to Exceed (NTE) Contract for the period effective upon Governor & Council approval through June 30, 2023. 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 \$1,138,195.25 ("Total Contract Price"). The payment by the State of the total Contract 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.</p>
14. PAYMENT SCHEDULE	<p>Remove: Invoices shall be sent to: Julie Couch, Administrator NH Department of Education 101 Pleasant Street Concord, NH 03301</p> <p>And Replace With: Melissa White, Administrator NH Department of Education 101 Pleasant Street Concord, NH 03301</p>
Schedule B INVOICE AND PAYMENT	<p>Remove: Present Schedule B. INVOICE AND PAYMENT</p> <p>And Replace With: Attached Schedule B. INVOICE AND PAYMENT</p>
Schedule D WIDA Consortium Board	<p>Remove: Present Schedule D, WIDA Consortium Board</p> <p>And Replace With: Attached Schedule D. WIDA Consortium Board</p>
Department of Education (DOE) Exhibits 1-3	<p>Add: DOE Exhibits 1-3</p>

Table 2 CONTRACT HISTORY 2018-184 – Access for English Language Learners

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2018-154	Original Contract	7/24/18 Item #46	June 30, 2021	\$645,808.25
2018-154 Amendment 1	1 st Amendment	Pending G&C Approval	June 30, 2023	\$492,387.00
	CONTRACT TOTAL			1,138,195.25

Initial all pages
Vendor Initials VP

Date 05/20/21

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Amendment template revision 11/28/18

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
ACCESS FOR ENGLISH LANGUAGE LEARNERS
<CONTRACT #2018-154>
CONTRACT AMENDMENT 1

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.



Date: 05/20/21

<VENDOR NAME, TITLE> Vasanthi Pillai, Managing Officer
Board of Regents of the University of Wisconsin System,
through its University of Wisconsin-Madison's Wisconsin Center
for Education Research

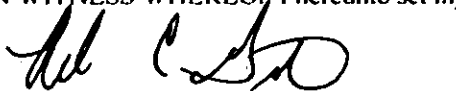
Corporate Signature Notarized:

STATE OF Wisconsin

COUNTY OF Dane

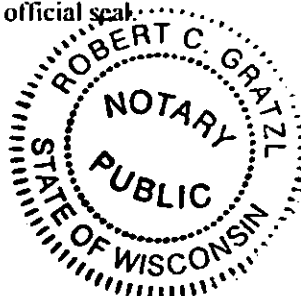
On this the 20th day of May, 2021, before the undersigned officer, personally appeared the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

IN WITNESS WHEREOF I hereunto set my hand and official seal.


Notary Public/Justice of the Peace

My Commission Expires: is permanent

(SEAL)



State of New Hampshire



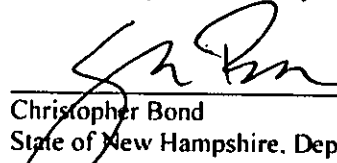
Frank Edelblut, Commissioner
State of New Hampshire
Department of Education

Date: 5-25-21

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
ACCESS FOR ENGLISH LANGUAGE LEARNERS
<CONTRACT #2018-154>
CONTRACT AMENDMENT 1**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General



Christopher Bond
State of New Hampshire, Department of Justice

Date: 5/26/21

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

By: _____

Title: _____

Date: _____

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH ELP ASSESSMENT – WIDA
AGREEMENT 2018-154**

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. STATE agrees to pay the yearly ACCESS for ELLs costs as follows:

Testing Year	2018-19	2019-20	2020-21	2021-2022	2022-2023
Online Price	\$27.75	Not-to-Exceed \$32.00	Not-to-Exceed \$34.00	Fixed Price \$27.75	Not-to-Exceed \$32.00
Paper Price	\$27.75	Not-to-Exceed \$34.00	Not-to-Exceed \$36.00	Fixed Price \$27.75	Not-to-Exceed \$34.00
Alternate Price	\$77.00	Not-to-Exceed \$141.25	Not-to-Exceed \$143.25	Fixed Price \$141.25	Not-to-Exceed \$150.00
Braille Price	\$187.75	Not-to-Exceed \$194.00	Not-to-Exceed \$196.00	Fixed Price \$187.75	Not-to-Exceed \$220.00
Total Pop. Est.	6,182	6,678	7,213	7,782	8,197
Online Pop. Est.	4,694	5,070	5,476	5,892	6,302
Paper Pop. Est.	1,462	1,579	1,705	1,850	1,850
Alternate Pop. Est.	23	25	27	35	40
Braille Pop. Est.	3	4	5	5	5
Online Cost Est.	\$ 130,258.50	\$ 162,240.00	\$ 186,184.00	\$163,503.00	\$201,664.00
Paper Cost Est.	\$ 40,570.50	\$ 53,686.00	\$ 61,380.00	\$51,337.50	\$62,900.00
Alternate Cost Est.	\$ 1,771.00	\$ 3,531.25	\$ 3,867.75	\$4,943.75	\$6,000.00
Braille Cost Est.	\$ 563.25	\$ 776.00	\$ 980.00	\$938.75	\$1,100.00
Total Cost Est.	\$ 173,163.25	\$ 220,233.25	\$ 252,411.75	\$220,723.00	\$271,664.00

CONTRACT 2018-154
Amendment 1

WCER INITIALS VP
DATE 05/20/21

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH ELP ASSESSMENT – WIDA
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1. For testing year 2018–19, 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 \$90,000 on or before December 1 and STATE shall pay on or before January 1, and
 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 120% 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

CONTRACT 2018-154
Amendment 1

WCER INITIALS VP
DATE 05/20/21

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH ELP ASSESSMENT – WIDA
AGREEMENT 2018-154**

**Schedule D
WIDA Consortium Board**

1. 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 WIDA's Core Package of educational services in consideration of recommendations made by subcommittees.
- 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 kindergarten through grade 12 students and other issues related to SEA and LEA requirements of Title I and III supporting ESSA.

2. Structure

- a. Board Member Appointment - Each WIDA Consortium Member should appoint one SEA representative to the WIDA Consortium Board. Wisconsin, Illinois and Florida are each entitled to appoint one additional 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.

3. 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 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 provided in 4.c. below. Committees.
 - iii. Special Meetings - WCER will conduct special meetings concerning the ongoing development and review of the annual offering of the Core Package of educational services as necessary. WCER may hold special meetings either in person or via teleconference. Attendance at special meetings may be held to a limited number of WIDA Consortium Board Members.

CONTRACT 2018-154
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WCER INITIALS VP
DATE 05/20/21

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
NH ELP ASSESSMENT – WIDA
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- 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 Annual Board meeting. If an SEA wants to bring up to two additional people to attend the WIDA Annual Board Meeting, that SEA is responsible for their 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 Annual Board 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 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.

4. Activities

- a. General - The activities of the WIDA Consortium Board include the following:
 - i. Attendance at the WIDA Annual Board meeting
 - ii. Participation on WIDA subcommittees as appointed
 - iii. Participation at special meetings conducted by the WIDA Consortium
- b. WIDA Annual Board Meetings - WCER, through the WIDA Consortium, will coordinate the meetings of the WIDA Consortium Board.
 - i. Meeting Agendas - The WIDA Consortium will set the agendas for any WIDA Annual 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 Core Package.
 - 2. Discussion and Review Groups - The WIDA Consortium will facilitate discussion groups on targeted topics related to the implementation, research, and development of the 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

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Amendment 1

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DATE 05/20/21

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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 and taken into consideration by the WIDA Consortium.

c. Committees

i. Executive Committee – The Executive Committee is a standing committee that meets to discuss issues that require cross-collaboration among subcommittees.

1. Purpose - The purpose of the Executive Committee is to recommend, to advise, and comment on policy and priority issues related to the implementation, research, and development of the Core Package and provide recommendations to WIDA leadership.

2. Makeup - Membership on the Executive Committee will consist of the following:

- a. SEA representatives (one from each subcommittee with expertise in that area)
- b. One LEA representative (appointed by the LEA Advisory Committee)
- c. Three standing members (one Wisconsin Department of Public Instruction representative, one Illinois State Board of Education representative, and one Florida Department of Education representative)

3. Term - Executive Committee members serve a two year term.

4. Meetings - The Executive Committee meets virtually and face-to-face each year. Face-to-face meetings include the WIDA Annual Board Meeting in June and one in the late fall. Virtual meetings are scheduled as needed.

ii. Subcommittee organizational structure – WCER, through the WIDA Consortium, will form standing subcommittees for the purpose of vetting policy and priority issues related to the implementation, research, and development of the Core Package. Each subcommittee will focus on one main component of the Core Package and may collaborate with other subcommittees, as needed.

1. Standing subcommittees

- a. Accessibility, Accommodations, and Equity
- b. Assessment-Development and Implementation
- c. Assessment-Psychometrics
- d. National Policy
- e. Professional Learning
- f. Research
- g. Standards

2. SEA Membership

- a. Member states may have representation on three subcommittees, plus Research, for a maximum of four subcommittees
- b. Each SEA representative may join no more than two subcommittees.
- c. No more than one SEA representative per state may serve on a subcommittee

3. Membership process - SEA representatives interested in serving on a subcommittee complete and submit the Subcommittee Interest Questionnaire

**STATE OF NEW HAMPSHIRE
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- during open enrollment June 1–30. Notices are sent to members in July.
4. Terms of subcommittee membership - Each SEA representative appointed to serve on a subcommittee will actively serve to the end of their appointed term based on subcommittee guidance.
 5. Compensation - Members serving on WIDA subcommittees do not receive compensation.
 6. Communications - Notes from subcommittees will be made available to all WIDA Consortium members via the secure website. Information and updates will be shared through the established SEA Quarterly and Regional meetings schedule, in addition to standard communication channels.
- iii. LEA Advisory Committee – The LEA Advisory Committee is a standing committee comprised of local education representatives from each of the regions.
1. Purpose - The purpose of the LEA Advisory Committee is to raise and vet policy and priority issues related to the implementation, research and development of the Core Package with respect to issues effecting local education agencies.
 2. Makeup - Two LEAs per region, one representing Subgroup A and one representing Subgroup B, will be nominated by their SEA and approved by the regional group. Regions and Subgroups are defined on the WIDA website at <https://www.wida.us/membership/regions/>
 3. Term of membership – LEAs serve a two-year term on a staggered rotation as outlined below.
 - a. Subgroup A for all four Regional Groups
 - i. June 15, 2015-June 14, 2017
 - ii. June 15, 2017-June 14, 2019
 - iii. June 15, 2019-June 14, 2021
 - iv. June 15, 2021-June 14, 2023
 - b. Subgroup B for all four Regional Groups
 - i. June 15, 2016-June 14, 2018
 - ii. June 15, 2018-June 14, 2020
 - iii. June 15, 2020-June 14, 2022
 - iv. June 15, 2022-June 14, 2024
 4. Meetings –The LEA Advisory Committee meets five times annually: one face-to-face session at WIDA Central in Madison, and quarterly, four 1.5 hour WebEx sessions. There may be additional opportunities to share feedback by independent review of materials and/or one-on-one discussions with various WIDA departmental members.
- iv. Ad Hoc Committees– WIDA may form ad hoc committees as needed. The ad hoc committees meet to address a specific task or object and dissolve after completion or accomplishment of the assigned task or objective.

CONTRACT 2018-154
Amendment 1

WCER INITIALS VP
DATE 05/20/21

DOE
EXHIBIT 1
Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC § 1001 and § 1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

CONTRACT 2018-154
Amendment 1

WCER INITIALS VP
DATE 05/20/21

DOE
Exhibit 2
Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

CONTRACT 2018-154
Amendment 1

WCER INITIALS VP
DATE 05/20/21

**DOE
Exhibit 3
Anti-Lobbying**

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfllin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

CONTRACT 2018-154
Amendment 1

WCER INITIALS VP
DATE 05/20/21



WISCONSIN
UNIVERSITY OF WISCONSIN-MADISON

Certification of Signature Authority

May 20, 2021

The undersigned hereby certifies, as of the date of signing, that the following documents are still in effect and that Vasanthi Pillai 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 President Memo dated October 1, 2012; re. Delegation of Signature Authority.
- University of Wisconsin System Regent Policy Document 13-1: General Contract Approval, Signature Authority, and Reporting.
- University of Wisconsin-Madison Chancellor Memo dated May 2020; re. Delegation of Signature Authority.

Vasanthi Pillai
Managing Officer
Office of Research & Sponsored Programs
University of Wisconsin-Madison



Date: October 7, 2019

To: Vasanthi Pillai
Financial Program Manager III, Research and Sponsored Programs

From: Rebecca M. Blank *Rebecca Blank*
Chancellor

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 of Wisconsin-Madison. Please be advised that any grants from or contracts with private, profit-making organizations with a value of more than \$1,000,000 require formal approval by the Board of Regents prior to execution. Contracts with a cumulative dollar amount between \$500,000 and \$1,000,000 must be reviewed by the UW—Madison Office of Legal Affairs (OLA).

Questions regarding the delegation of signature authority should be directed to Scott Hildebrand, Senior Special Assistant to the Vice Chancellor of Administration and Finance, at 608-890-3146.

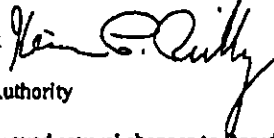
Attachments (2)

Cc: Laurent Heller, Vice Chancellor for Finance and Administration
Raymond Taffora, Vice Chancellor for Legal Affairs
Kim Moreland, Associate Vice Chancellor for Research Administration, Director RSP
Scott Hildebrand, Office of the Vice Chancellor for Finance and Administration



Office of the President
1700 Van Hise Hall
1220 Linden Drive
Madison, Wisconsin 53706-1509
(608) 262-2321
(800) 262-3986 Fax
e-mail: krally@uwsp.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



May 2020

Signature of University Contracts

Only a small number of individuals at the University of Wisconsin-Madison have been delegated the authority to sign contracts on behalf of the University. Those individuals, discussed below, derive their authority from either the Board of Regents of the University of Wisconsin System, pursuant to Chapter 36 of the Wisconsin Statutes, or from the Wisconsin Department of Administration, pursuant to Chapter 16 of the Wisconsin Statutes. Consult the information below to determine whether a document requires an official University signature, and to determine the appropriate process for obtaining such a signature if necessary.

Necessity of Official University Signature

The first distinction that must be made is whether the document in question is actually a contract requiring an official University signature. Any contract which purports to create a binding legal or financial obligation upon the University will require an official University signature to be valid. The actual title of the document in question is not important, as a “contract,” an “agreement” or a “memorandum of understanding” each have the potential to legally obligate the University to undertake certain actions or pay certain amounts. If there is any doubt as to whether a contract or other form might require an official University signature, contact Raymond Taffora or Andrew Norman in the Office of Legal Affairs.

Purchasing Contracts

The second distinction that must be made is whether the contract in question is a purchasing contract. Unlike other contracts the University enters into, the campus authority to enter into procurement contracts derives from Section 16 of the Wisconsin Statutes, with delegation directly from the Department of Administration. Contracts under which the University is to pay money for either goods or services must be sent to Purchasing Services for eventual signature by either the Director of Purchasing or one of his or her Delegated Purchasing Services Agents. If your department has a Delegated Purchasing Services Agent, purchasing contracts should be sent to that Agent for negotiation, review and signature. If your department does not have a Delegated Purchasing Services Agent, you should work with central Purchasing Services.

General Signatories

The authority to sign all other contracts derives from delegation from the Board of Regents under Chapter 36 of the Wisconsin statutes. Chancellor Rebecca Blank, Provost Karl Scholz, Vice Chancellor Laurent Heller, Associate Vice Chancellor David Murphy and Assistant Vice Chancellor Dan Langer have the authority to sign any contract for the University on behalf of the Board of Regents of the University of Wisconsin System. However, other University personnel have been granted limited authority to sign certain contracts within their area of expertise. If you have a contract that falls within one of the categories listed below, please route the contract to the signatory listed. If the proper University signatory is unclear, contact Raymond Taffora or Andrew Norman in the Office of Legal Affairs.

Signatories with Limited Delegation

Outside of the general signatories, various individuals on campus have been given limited signature authority for contracts that fall within their areas of expertise. If you have a contract that falls within one of the categories listed below, please route the contract to the signatory listed.

Contract Type	Appropriate Signer(s)
Academic Support Service Agreements (ASSA's)	Lori Voss, Hartley Murray
Affiliation agreements, cooperation agreements with foreign institutions	Guido Podesta
Athletics assistant coach employment contracts and extension letters	Chris McIntosh, Jeff Schmidt
Clinical Trial Agreements	Kim Moreland, Robert Andresen, Mark Sweet, Larry Westby, Bonniejean Zitske, Dorothy Johnson, Jenny Hackel, Robert Gratzl, Angela Bitner, Brenda Egan, Kurt McMillen, Janice Kalvin, Vasanthi Pillai
Commercial/business use agreements	Charles Hoslet
Entertainment Agreements (Union events)	Susan Dibbell, Heidi Lang
Equipment Loans, Gifts and Sales	Susie Maloney, Amy Rognsvoog
Export Control Agreements	Tom Demke, Bethany Nelson
Export License Applications	Tom Demke, Bethany Nelson

Extramural Support Activities: proposals, agreements, contracts, non-disclosure agreements, material transfer agreements, fee-for-service agreements, research facility use agreements, etc.	Steve Ackerman, Kim Moreland, Robert Andresen, Mark Sweet, Larry Westby, Bonniejean Zitske, Dorothy Johnson, Jenny Hackel, Robert Gratzl, Angela Bitner, Brenda Egan, Kurt McMillen, Bridget Montour, Jeffrey Nytes, Vasanthi Pillai, Angie Johnson
Human Subjects Compliance Agreements	Nadine Connor
Agreements relating to management of Cooperative Extension, Public Media, Department of Labor	Casey Nagy
Facility/Space Use Agreements-	
-General Facilities/Space	Margaret Tennesen, Brent Lloyd
-Athletic Department Facilities	Chris McIntosh, Jeff Schmidt
-Recreational Sports Facilities	Mick Miyamoto
-Wisconsin Union Facilities	Mark Guthier
-Housing Facilities	Jeff Novak
-Conference Centers (Pyle, Lowell Centers)	Bill Mann
Federal Inventor Petition forms	Kristin Harmon; Lee Jankoski
Game Guarantee Contracts*	Chris McIntosh, Jeff Schmidt
Gifts to the University (related documents)	April Cook
Leases of external space	Margaret Tennesen, Brent Lloyd
Medical Training Presentation Agreements	Ken Mount
Medical School Agreements (Other)#	Ken Mount
Public Safety, Police Services Agreements	Kristen Roman
Purchases	Lori Voss, Purchasing Agents^
Sponsored Research/Research Support	Kim Moreland, Robert Andresen, Larry Westby, Bonniejean Zitske, Jenny Hackel, Robert Gratzl, Dorothy Johnson, Angela Bitner, Brenda Egan, Kurt McMillen, Bridget Montour, Jeffrey Nytes
Suite and Seat License Agreements	Chris McIntosh, Jeff Schmidt
Trademark licensing agreements	Charles Hoslet



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:

State Laboratory of Hygiene Agreements%	James Schauer
Veterinary Diagnostic Laboratory Agreements+	Keith Poulsen
University Press non-purchasing contracts	Dennis Lloyd
Wisconsin Law Review author, license agreements	Susannah Tahk

* So long as the cumulative dollar amount of such contract is less than \$500,000.

Limited to educational grants on behalf of the School of Medicine and Public Health, reassignment forms with the Centers for Medicare and Medicaid Services, Health Professional Loan Forgiveness agreements, and financial support agreements with the University of Wisconsin Hospital & Clinics Authority.

^ Contact Purchasing Services to determine appropriate Purchasing Agent

% Limited to Fee-For-Service Agreements and other agreements, grants, contracts, and leases; Research contracts must be signed by Research and Sponsored Programs.

+ Limited to Fee-For-Service Agreements and other agreements, grants, contracts, and lease; Research contracts must be signed by Research and Sponsored Programs.

Other Miscellaneous Contracts

Contracts that are not specifically addressed in the chart above should be sent to John Horn in the Office of the Vice Chancellor for Administration for signature by Vice Chancellor Laurent Heller. Again, if the proper University signatory is unclear, contact either Raymond Taffora or Andrew Norman in the Office of Legal Affairs for guidance.

Board of Regent Approval

Please be aware that any contract with a for-profit entity where the cumulative dollar amount exceeds \$1,000,000.00 must receive Board of Regents approval prior to signature. Please be advised that any such contract will need to be submitted well in advance to the Board for inclusion on its monthly meeting agenda. Please alert Vice Chancellor for Finance and Administration Laurent Heller as soon as you become aware of a contract that will require Board approval. Contracts with a for-profit entity where the cumulative dollar amount is between \$500,000.00 and \$1,000,000.00 must be reviewed by the Office of Legal Affairs (OLA). Raymond Taffora or Andrew Norman in OLA will facilitate this process.

Modifications to Signature Authority

Please contact John Horn in the Office of the Vice Chancellor for Finance and Administration to request any changes in existing signature authority made necessary by new hires or employee departures.

**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 PO Box 8010 Madison, WI 53715	CAMPUS NAME: University of Wisconsin-Madison
	DATE ISSUED: May 14, 2021

COVERAGE TYPE	XX	WI STATUTORY REFERENCES
Worker's Compensation	XX	Ch. 102
Liability	XX	Sec. 895.46 (1) and 893.82
Automobile Liability	XX	Sec. 895.46 (1) and 893.82
Property	XX	Ch. 20.865 and 16.865

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

DATES OF COVERAGE:	July 01, 2021 – June 30, 2025
DESCRIPTION OF COVERAGE:	Liability coverage as afforded by statutory references above for University of Wisconsin officers, employees and agents while acting within the scope of their respective employment or agency with University of Wisconsin-Madison. Worker's compensation coverage is for authorized UW-Madison employees within scope of employment. Property coverage for UW-Madison owned or borrowed/loaned property.

ISSUED TO:

State of New Hampshire
Department of Education

ISSUED BY:

Jeff Karcher, Director of Risk Management



Date: May 14, 2021

EV

JUL05'18 AM11:46 DAS

46



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, NH 03301
TEL: (603) 271-3495
FAX (603) 271-1953

June 15, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Division of Educational Improvement, to enter into a **sole source** contract with the World-Class Instructional Design and Assessment (WIDA) Consortium at Wisconsin-Madison's Wisconsin Center for Education Research (WCER), (vendor code 169353), in the amount of \$645,808.25, to administer the ACCESS for ELLs® English language proficiency test for all English language learners. This contract, with an option to renew for up to one (1) additional two (2) year term, will be effective from the date of Governor & Council approval through June 30, 2021. 50% General Funds, 50% Federal Funds.

Funds to support this request are available in the accounts entitled Assessment-State and Assessment-Federal for FY 19, and are anticipated to be available in FY 20 and FY 21, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified:

<u>Account</u>	<u>Description</u>	<u>FY 19</u>
06-56-56-562010-25310000-612-500942	State Testing	\$86,581.50
06-56-56-562010-25340000-102-500731	Contracts for Program Services	\$86,581.75
<u>FY 20</u>		
06-56-56-562010-25310000-612-500942	State Testing	\$110,116.50
06-56-56-562010-25340000-102-500731	Contracts for Program Services	\$110,116.75
<u>FY 21</u>		
06-56-56-562010-25310000-612-500942	State Testing	\$126,205.75
06-56-56-562010-25340000-102-500731	Contracts for Program Services	\$126,206.00

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
June 15, 2018
Page 2

EXPLANATION

The Department is requesting that this be approved as a **sole source** contract because WIDA is the only vendor with an assessment that takes into account and aligns to the New Hampshire Academic Standards. WIDA is also 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.

The Every Student Succeeds Act (ESSA) requires local education agencies (LEAs) to provide an annual assessment of English language proficiency for all students with limited English language proficiency in schools served by the State Educational Agency (SEA). By administering the ACCESS for ELLs Assessment through the WIDA Consortium and WCER, New Hampshire will meet this requirement and continue to receive discounts on screeners, tests and other assessment materials; share resources; and produce a high quality assessment at a reasonable price to the state.

Because this contract fulfills both state and federal assessment requirements, the costs are shared between federal and state funds.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE: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

May 18, 2018

Frank Edelblut, Commissioner
Department of Education
State of New Hampshire
101 Pleasant Street
Concord, NH 03301

Dear Commissioner Edelblut:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract with the University of Wisconsin-Madison's Wisconsin Center for Education Research of Madison, WI as described below and referenced as DoIT No. 2018-154.

This is a request to enter into a sole source contract agreement with the University of Wisconsin-Madison's Wisconsin Center for Education Research for the authorized use of the ACCESS for ELLs (English Language Learners) English language proficiency test for all English language learners.

The contract price is \$645,808.25 and will be effective upon Governor and Council approval through June 30, 2021.

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", with a long horizontal line extending to the right.

Denis Goulet

DG/ik/ck
DoIT #2018-154

cc: Chris Hensel, IT Manager, DoIT


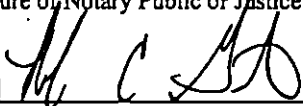

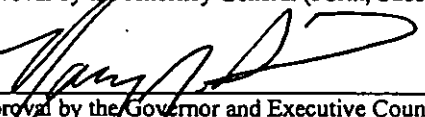
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 562010-25310000-612-500942 562010-25340000-102-500731	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$645,808.25
1.9 Contracting Officer for State Agency Julie Couch, Administrator		1.10 State Agency Telephone Number 603-271-0058	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Richelle Martin, Assistant Director Office of Industrial Partnerships	
1.13 Acknowledgement: State of Wisconsin, County of Dane On 6/12/2018, 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 Robert Gratzl, Managing officer			
1.14 State Agency Signature  Date: 6-21-18		1.15 Name and Title of State Agency Signatory FRANK EDELBURT, Commissioner of Education	
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: 6/29/2018			
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

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.

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PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

**New Hampshire Department of Information Technology
Contract Cover Sheet**

Name of Agency/Division: Department of Education	
Contract Number/Name: NH ACCESS for ELLs English Language Proficiency Test	
Contract Purpose: To contract with a qualified vendor to administer a computer-based assessment for all English language learners	
Name of Vendor: Board of Regents of the University of Wisconsin System, through its University of Wisconsin-Madison's Wisconsin Center of Education Research	Who Negotiated the Contract: Julie Couch, Administrator
Amount of Contract: \$645,808.25	Funding Source: 2531/2534
Term of Contract: Three Years	Is this an amendment? No
Competitive Bid Process: (Explain if "No") No WIDA is the only vendor with an assessment that takes into account and aligns to New Hampshire Academic Standards. WIDA is also 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 authorized to receive discounts on screeners, tests and other assessment materials.	
Background Information: The current contract will expire June 30, 2018 and the State is federally required to provide an annual assessment of English language proficiency for all students with limited English language proficiency.	
Special Concerns: Time is of the essence in the performance of a vendor's obligations under the contract. It is imperative that the NH DOE contracts with a vendor fully prepared to commence work by July 1, 2018 after full execution of the contract by the parties, and the receipt of required governmental approvals, including, but not limited to, the NH Governor and Executive Council approval ("effective date").	
Amendment History (if applicable):	
Submitted By: Julie Couch	Current Date: April 10, 2018
Phone: 603-271-0058	Email: Julie.Couch@doe.nh.gov

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PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

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, on behalf of the University of Wisconsin-Madison's Wisconsin Center for Education Research (WCER).

RECITALS

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:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2018-154) 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

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1.2 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. State of New Hampshire terms and Conditions, Form P-37 Contract Agreement Part I.
- b. State of New Hampshire, Department of Education Agreement 2018-154, including Exhibits A through D, and all attachments

2. CONTRACT TERM

The Contract 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 ("Effective Date").

The Contract shall begin on the Effective Date and extend through June 30, 2021.

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EXHIBIT A WIDA 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 and Title III of the Federal Elementary and Secondary Education Act (currently enacted as The Every Student Succeeds Act of 2015 or "ESSA") 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 English learners; and require SEAs to develop accountability models for English learners that relate to these children's development and attainment of English proficiency while meeting challenging State academic content and student academic achievement standards.

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 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:

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TERM

The terms set forth within this MOU are hereby in effect from the effective date of this MOU through June 30, 2021.

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 an LEA in New Hampshire under the condition that the LEA is joining the terms of procurement stated in this MOU. 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 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 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. An LEA may add the following statement to its purchase 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—Statement and Performance of Work, STATE shall pay WCER the compensation provided for in Schedule B—Invoice and Payment.

STATE acknowledges that the performance of work requires accurate submissions of data files by LEAs and/or STATE. If an LEA and/or STATE submits a data file or student information containing errors or omissions that require additional work/cost in order to proceed with the

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administration of an assessment under this agreement, then the LEA and/or STATE shall correct the data file or student information. WCER shall have no obligation to provide test administration services to an LEA and/or STATE if the LEA and/or STATE does not correct the errors/omissions.

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").

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.

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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:

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 and the Kindergarten 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") or other comparable resource, 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.

NOTE: WIDA Early Years works, not including the WIDA Early Language Standards, but specifically, WIDA Early Years assessments, professional learning and training materials, family engagement materials and standards correspondence materials are excluded from the license grant of this MOU. Use of these WIDA Early Years works, if obtained by STATE, would be covered under a separate agreement with WCER and are subject to additional fees and terms.

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:

STATE's license to use the ACCESS for ELLs is subject to the payment of the required fees set forth in Schedule B—Invoice and Payment 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.

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STATE's license to use the WIDA Screener Online grades 1-12 is not subject to any fee, as long as STATE elects to use the ACCESS for ELLs. STATE, LEAs and individual schools in STATE's state may print and duplicate the appropriate downloadable, WIDA Screener consumable forms for use by LEA or school staff as needed. WIDA Screener materials and resources shall not be modified or publicly displayed, including electronic storage or retrieval, in any manner without express written permission from WCER. WCER shall provide, as long as this contract is in effect, a version of the WIDA Screener Online that is not subject to any fee.

STATE's license to use the Kindergarten W-APT is not subject to any fee and shall remain in effect as long as STATE elects to use the ACCESS for ELLs. Kindergarten W-APT is a semi-secure test, meaning it is made available from a password-protected secure website. WCER will make Kindergarten W-APT available electronically in PDF format. STATE, LEAs and individual schools in STATE's state may print and duplicate the Kindergarten W-APT for use by LEA or school staff as needed. The Kindergarten W-APT shall not be modified or publicly 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 Kindergarten W-APT if/when it introduces a new version of the WIDA Screener for Kindergarten. WCER shall provide, as long as this contract is in effect, a version of the WIDA Screener for Kindergarten 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 publicly 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 publicly 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 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 publicly display and provide the WIDA Language Standards for

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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 publicly 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 or a comparable resource available electronically from the password-protected section of the WIDA Consortium website. STATE and New Hampshire'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 publicly 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 publicly displayed for electronic storage and retrieval in any manner without express written permission from WCER.

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 publicly displayed, including electronic storage and retrieval in any manner.

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STATE shall remove as soon as practicable any WIDA Works that it publicly 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.

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 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 New Hampshire's and the New Hampshire LEAs' federal requirements under ESSA.

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

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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 detailed in Schedule A—Statement and Performance of Work 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 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.

Neither party shall be liable for the acts and omissions of the other.

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.

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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 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 MOU will become effective upon New Hampshire Governor and Council approval.

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EXHIBIT B PAYMENT

1. DELIVERABLE PAYMENT SCHEDULE

This is a Not to Exceed (NTE) Agreement totaling \$645,808.25.00 for the period effective upon Governor and Council approval through June 30, 2021. 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

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Contractor to enforce 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:

Jorge Cardona

Contracts Specialist

Wisconsin Center for Education Research University of Wisconsin-Madison

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

Phone: 608-265-6240

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:

Julie Couch, Administrator
Department of Education
101 Pleasant Street
Concord, NH 03301
Tel: (603) 271-0058
Fax: (603) 271-7381
Email: Julie.Couch@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:

Julie Couch, Administrator
Department of Education
101 Pleasant Street
Concord, NH 03301
Tel: (603) 271-0058
Fax: (603) 271-7381
Email: Julie.Couch@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 disclosure of New Hampshire's confidential information, the parties agree to

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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-cancelable 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

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activities and by minimizing negative effects on the State from such winding down and cessation of Services.

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),

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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 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:	To STATE:
Jorge Cardona	Julie Couch, Administrator
Wisconsin Center for Education Research	State of New Hampshire Department of Education
University of Wisconsin - Madison	101 Pleasant Street
1025 West Johnson St. MD #23	Concord, NH 03301
Madison, WI 53706	Tel: (603)-271-0058
Tel: (608)-265-6240	Email: Julie.Couch@doe.nh.gov
Email: jcardona@wisc.edu	

11. EXHIBITS

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

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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.

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. 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.

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.

ACTIVITIES / DELIVERABLES / MILESTONES

Activity, Deliverable or Milestone	Deliverable Type
District and School Site File to DRC	Non-software
Test Materials Ordering	Non-software
Pre-ID Files to DRC	Non-software
Test Setup	Software
Districts Receive Test Material	Non-software
Test Window	Software
Additional Test Material Window	Non-software
Districts Pack Completed Test Material	Non-software
Districts Ship Completed Test Material to DRC	Non-software

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All Test Material Received at DRC	Non-software
Pre-Reporting Data Validation Window	Non-software
Districts Receive Reports - Printed and Online	Non-software
Final Data Available to State	Non-software

14. PAYMENT SCHEDULE

This is a Not to Exceed (NTE) Contract totaling **\$645,808.25** for the period effective upon Governor & Council approval through June 30, 2021. 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. 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.
 - Each year, WCER shall invoice New Hampshire for 50% of the estimated cost and New Hampshire shall pay within 30 calendar days after invoice is received.
 - Each year, 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.
- b. See Schedule B for breakdown for each testing year

14.1 Total Contract Price

This is a **Not to Exceed (NTE)** Contract for the period effective upon Governor & Council approval through June 30, 2021. 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 **\$645,808.25** ("Total Contract Price"). The payment by the State of the total Contract 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.

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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:
**Julie Couch, Administrator
NH Department of Education
101 Pleasant Street
Concord, NH 03301**

14.3 Payment Address

All payments shall be sent to the following address:

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

15. 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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EXHIBIT D ATTACHMENTS**

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 2018–19 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 15% 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 120% of the number of actual students tested.
 - iii. WCER, through the PDSR Contractor, 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. WCER shall provide a State Profile that establishes communication protocols, describes state policies, test delivery specifics, and any additional cost options per MOU. This State Profile will be shared with the WCER and DRC Help Desks to ensure state-specific protocols are followed. The State Profile will be updated in collaboration with STATE.

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- vi. Printing, distribution, scoring, and reporting policies and procedures include the following:
1. DRC will provide a secure, web-based ordering system and administrative portal supported by toll-free customer service representatives (September through May, 6:00 am–8:00 pm CT and June through August, 6:00 am–6:00 pm CT). LEAs may contact a customer service representative 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. No submission of information for Pre-ID labels past the valid submission window will be allowed for New Hampshire's LEAs or SEAs.
 4. 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.
 5. 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.
 6. 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 braille materials.
 7. If a student requires additional accommodations, the LEA shall consult with their state to determine the appropriate assessment options, if any.
 8. 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.
 9. DRC will ship initial test materials to each LEA as designated. Individual school designations must be approved by WIDA and SEA and may incur an additional charge.
 10. 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 am to 3:00 pm in the appropriate time zone. DRC will send email notifications to test coordinators when materials are shipped. All sites receiving a large volume

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of material 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 15% of test booklets in its distribution to LEAs in order to accommodate fluctuations in ELL populations in larger districts.

11. Districts may coordinate one (1) additional materials order for the testing year (if applicable) and DRC will ship the order directly to the District within 3 days of order receipt. Overnight or two-day expedited shipping will not be fulfilled and will not be approved by the STATE. Additional materials orders beyond the one (1) allowed will require approval from the STATE.
12. 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.
13. DRC will connect each student's data with a unique assessment identification number.
14. 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 assessment 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.
15. DRC shall provide electronic reports and data files to STATE and New Hampshire'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 will receive:
 - 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
 - State Frequency Report
 - b. STATE's LEAs will receive 1 copy of the following reports:
 - District Frequency Report
 - School Frequency Report
 - Student Roster Report
 - Individual Student Report

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- vii. LEAs shall return tests to DRC for scoring and reporting. Reports will be available at the mutually agreed upon date.
- viii. General Data Corrections/Booklet Searches after the Data Validation window has closed and/or Scoring Appeals will be provided by DRC upon request.
 - 1. A combined total of six (6) General Data Corrections/Booklet Searches (after Data Validation window has closed) and/or Scoring Appeals are included in the price of the ACCESS for ELLs assessment.
 - 2. General Data Corrections/Booklet Searches (after Data Validation window has closed) and/or Scoring Appeals beyond the number included in the price of the assessment are not available for New Hampshire's LEAs or SEAs.
 - 3. Scoring Appeal - If it is found that the score was incorrectly calculated, there will be no charge for the Scoring Appeal
- 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' requirements.
 - ii. Up to eight hours of TA per testing year 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. TA hours expire on June 30th of each testing year and cannot be rolled over from year to year.
 - iii. WCER shall produce a technical report on the ACCESS for ELLs assessments that, at a minimum, fulfills federal requirements 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.
 - i. Test administration training
 - 1. WCER shall provide separate training modules for online and paper-based ACCESS for ELLs administration.
 - a. Both training modules 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

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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 all applicable quizzes. 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.
 - d. Webinars for State Education Agencies. WCER shall provide a series of multi-state webinars for State Education Agency support. These webinars will be conducted live and recorded. Webinars will be archived on the SEA secure portal on wida.us.
 - e. Webinars for Local Education Agencies. WCER shall provide a series of multi-state webinars for Local Education Agency support. These webinars will be conducted live and recorded. Webinars will be archived on a secure page on wida.us.
 - f. WCER will provide STATE with a Checklist detailing ACCESS for ELLs administration procedures. WCER will collaborate with STATE to ensure that procedures are state-specific.
2. WCER shall provide technical support to STATE and STATE's LEAs test administrators through the Client Services Center (CSC). The CSC 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 CSC representatives shall be available in April-October, Monday-Thursday, 8:00 am-5:00 pm Friday, 8:00 am-4:30 pm, and in November-March, Monday-Thursday, 7:00 am-7:00 pm Friday, 7:00 am-5:00 pm 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 LEAs' meet their Title I and III requirements.
2. Six (6) PL Units for testing year 2018-19 are included in the price of the ACCESS for ELLs assessment. PL Units expire on June 30th of each testing year and cannot be rolled over from year to year. 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
25,000-44,999	14 Units

3. 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.
4. STATE is responsible for local expenses (e.g., rental of meeting space, participant's per diems, and substitute teachers).
5. STATE shall submit a purchase order to WCER to obtain additional professional learning services.
6. 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
22-42 days 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) cancelation fee OR 1 Unit
0-21 days prior to the event	\$2000 + Travel costs + \$700 per Additional Day OR Workshop Unit Cost	

- a. No penalty will be incurred for professional learning offerings cancelled 43 days or more 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 webinar in addition to rescheduling the workshop
 - c. Cancellations due to weather will be rescheduled at no charge within the same academic year
7. WCER will provide ELD Standards training and other instructional resources online.
 8. Opportunities will be available in 2018-19 for SEAs to participate in the pilot phase of the new Professional Learning package.
 9. WCER is working toward a new Professional Learning package by 2019-20 where a minimum 50% of PL Units allocation will be delivered through a menu of e-Learning options and the balance will be delivered through face-to-face workshops.

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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. STATE agrees to pay the yearly ACCESS for ELLs costs as follows:

Testing Year	2018-19	2019-20	2020-21
Online Price	\$27.75	Not-to-Exceed \$32.00	Not-to-Exceed \$34.00
Paper Price	\$27.75	Not-to-Exceed \$34.00	Not-to-Exceed \$36.00
Alternate Price	\$77.00	Not-to-Exceed \$141.25	Not-to-Exceed \$143.25
Braille Price	\$187.75	Not-to-Exceed \$194.00	Not-to-Exceed \$196.00
Total Pop. Est.	6,182	6,678	7,213
Online Pop. Est.	4,694	5,070	5,476
Paper Pop. Est.	1,462	1,579	1,705
Alternate Pop. Est.	23	25	27
Braille Pop. Est.	3	4	5
Online Cost Est.	\$ 130,258.50	\$ 162,240.00	\$ 186,184.00
Paper Cost Est.	\$ 40,570.50	\$ 53,686.00	\$ 61,380.00
Alternate Cost Est.	\$ 1,771.00	\$ 3,531.25	\$ 3,867.75
Braille Cost Est.	\$ 563.25	\$ 776.00	\$ 980.00
Total Cost Est.	\$ 173,163.25	\$ 220,233.25	\$ 252,411.75

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1. For testing year 2018–19, 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 \$90,000 on or before December 1 and STATE shall pay on or before January 1, and
 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 120% 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 STATE 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 (currently enacted as The Every Student Succeeds Act of 2015 or "ESSA") 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 English learners; and require SEAs to develop accountability models for English learners 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 State Assessment Student Identifier (SASID), which is not the STATE's unique student identification number, and will send only this unique identifier to WIDA and DRC 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 (the "MOU") to provide services relating to STATE's compliance with federal requirements under ESSA, including, but not limited to, the administration and scoring of the ACCESS for ELLS English language proficiency assessment ("Evaluation Services").

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

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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 STATE.

The Parties therefore agree as follows:

I. 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, WCER's subcontractors, including Data Recognition Corporation, and ACCESS for ELLs quality assurance participants ("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

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- 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 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

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

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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 education 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 – Assessment platform vendor

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

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

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**Schedule D
WIDA Consortium Board**

1. 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 WIDA's Core Package of educational services in consideration of recommendations made by subcommittees.
- 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 kindergarten through grade 12 students and other issues related to SEA and LEA requirements of Title I and III supporting ESSA.

2. Structure

- a. Board Member Appointment - Each WIDA Consortium Member should appoint one SEA representative to the WIDA Consortium Board. Wisconsin, Illinois and Florida are each entitled to appoint one additional 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.

3. 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 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 provided in 4.c. below, Committees.
 - iii. Special Meetings - WCER will conduct special meetings concerning the ongoing development and review of the annual offering of the Core Package of educational services as necessary. WCER may hold special meetings either in person or via teleconference. Attendance at special meetings may be held to a limited number of WIDA Consortium Board Members.

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- 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 Annual Board meeting. If an SEA wants to bring up to two additional people to attend the WIDA Annual Board Meeting, that SEA is responsible for their 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 Annual Board 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 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.

4. Activities

- a. General - The activities of the WIDA Consortium Board include the following:
 - i. Attendance at the WIDA Annual Board meeting
 - ii. Participation on WIDA subcommittees as appointed
 - iii. Participation at special meetings conducted by the WIDA Consortium
- b. WIDA Annual Board Meetings - WCER, through the WIDA Consortium, will coordinate the meetings of the WIDA Consortium Board.
 - i. Meeting Agendas -The WIDA Consortium will set the agendas for any WIDA Annual 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 Core Package.
 - 2. Discussion and Review Groups - The WIDA Consortium will facilitate discussion groups on targeted topics related to the implementation, research, and development of the Core Package. The discussion groups are an opportunity for WIDA

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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 and taken into consideration by the WIDA Consortium.

c. Committees

- i. Executive Committee – The Executive Committee is a standing committee that meets to discuss issues that require cross-collaboration among subcommittees.
 1. Purpose - The purpose of the Executive Committee is to recommend, to advise, and comment on policy and priority issues related to the implementation, research, and development of the Core Package and provide recommendations to WIDA leadership.
 2. Makeup - Membership on the Executive Committee will consist of the following:
 - a. SEA representatives (one from each subcommittee with expertise in that area)
 - b. One LEA representative (appointed by the LEA Advisory Committee)
 - c. Three standing members (one Wisconsin Department of Public Instruction representative, one Illinois State Board of Education representative, and one Florida Department of Education representative)
 3. Term - Executive Committee members serve a two year term.
 4. Meetings - The Executive Committee meets virtually and face-to-face each year. Face-to-face meetings include the WIDA Annual Board Meeting in June and one in the late fall. Virtual meetings are scheduled as needed.
- ii. Subcommittee organizational structure – WCER, through the WIDA Consortium, will form standing subcommittees for the purpose of vetting policy and priority issues related to the implementation, research, and development of the Core Package. Each subcommittee will focus on one main component of the Core Package and may collaborate with other subcommittees, as needed.
 1. Standing subcommittees
 - a. Accessibility, Accommodations, and Equity
 - b. Assessment-Development and Implementation
 - c. Assessment-Psychometrics
 - d. National Policy

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- e. Professional Learning
 - f. Research
 - g. Standards
2. SEA Membership
- a. Member states may have representation on three subcommittees, plus Research, for a maximum of four subcommittees
 - b. Each SEA representative may join no more than two subcommittees.
 - c. No more than one SEA representative per state may serve on a subcommittee
3. Membership process - SEA representatives interested in serving on a subcommittee complete and submit the Subcommittee Interest Questionnaire during open enrollment June 1–30. Notices are sent to members in July.
4. Terms of subcommittee membership - Each SEA representative appointed to serve on a subcommittee will actively serve to the end of their appointed term based on subcommittee guidance.
5. Compensation - Members serving on WIDA subcommittees do not receive compensation.
6. Communications - Notes from subcommittees will be made available to all WIDA Consortium members via the secure website. Information and updates will be shared through the established SEA Quarterly and Regional meetings schedule, in addition to standard communication channels.
- iii. LEA Advisory Committee - The LEA Advisory Committee is a standing committee comprised of local education representatives from each of the regions.
- 1. Purpose - The purpose of the LEA Advisory Committee is to raise and vet policy and priority issues related to the implementation, research and development of the Core Package with respect to issues effecting local education agencies.
 - 2. Makeup - Two LEAs per region, one representing Subgroup A and one representing Subgroup B, will be nominated by their SEA and approved by the regional group. Regions and Subgroups are defined on the WIDA website at <https://www.wida.us/membership/regions/>
 - 3. Term of membership - LEAs serve a two-year term on a staggered rotation as outlined below.
 - a. Subgroup A for all four Regional Groups
 - i. June 15, 2015–June 14, 2017
 - ii. June 15, 2017–June 14, 2019
 - iii. June 15, 2019–June 14, 2021

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- b. Subgroup B for all four Regional Groups
 - i. June 15, 2016–June 14, 2018
 - ii. June 15, 2018–June 14, 2020
 - iii. June 15, 2020–June 14, 2022
- 4. Meetings – The LEA Advisory Committee meets five times annually: one face-to-face session at WIDA Central in Madison, and quarterly, four 1.5 hour WebEx sessions. There may be additional opportunities to share feedback by independent review of materials and/or one-on-one discussions with various WIDA departmental members.
- iv. Ad Hoc Committees – WIDA may form ad hoc committees as needed. The ad hoc committees meet to address a specific task or object and dissolve after completion or accomplishment of the assigned task or objective.

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

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

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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

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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.

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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.

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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

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- 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

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- 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

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- 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

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- 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

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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 Number	Field Name	Field Length	Field Format	Field Description	Field Example	Field Explanation	Reporting Position (Start and End)	Reporting Position (Row and Column)
1	DRC Record ID	12	Text	Valid Values: all fields will be populated with sequential numbers. This is necessary for Paper Testing and the possibility of more than one session of the same cognitive testing instrument. All fields will be populated with sequential numbers. The identifying field for most of these fields is L-Pr-ID Code. WIDA AMS Data: 3-Digit Paper Test District (Field) Test would come from Pr-ID or WIDA AMS.	0-9999999999	Reported DRC StudentID may appear on multiple rows in a file. Records created from Uploads are odd IDs. Records created from being manually entered into AMS are even IDs. Records created from the benchmark booklet should match back to a DRC Student ID that already exists (even or odd), but if they don't, the DRC Student ID will be odd - the same as an Upload.	1	12
2	Reported Score	2	Text		0-80	This is the numeric ranking of records for a student that determines what is on the Student Report. The Reported Percent (R) is comprised of the 4 domains with the highest scale scores for this student. 1 = Reported Percent 2-80 = Not Reported - Additional tested information for this student.	13	13
3	State Name Abbreviation	2	Text		AL, AZ	2 Letter State Abbreviation	14	14
4	District Name	50	Text	Possible values for each character in the string A-Z 0-9 ()@ Not accepted: commas, apostrophes, tildes		District Name	17	66
5	District Number	15	Text	Possible values for each character in the string A-Z 0-9	AL001	Unique District number identifying district within the state. Preappended the 2 letter State Name Abbreviation. Instructions on Field Lengths: The district numbers in your state must all be the same length. Refer to the ELL Code user's manual section below. If needed, add leading zeros after the appended state name abbreviation, to ensure that your District Number matches the District Number Length for your state. Example: the defined length for AL is 5. The first 2 characters are the state abbreviation (AL), the district number must be 3 characters. If the District Number is 1, you want to add 2 leading 0s, (001). End result is AL001.	67	81
6	School Name	50	Text	Possible values for each character in the string A-Z 0-9 ()@ Not accepted: commas, apostrophes, tildes		School Name	82	131
7	School Number	15	Text	Possible values for each character in the string A-Z 0-9	001	Unique School number identifying school within the district. Instructions on Field Lengths: The School Numbers in your state must all be the same length. Refer to the ELL Code user's manual section below. If needed, add leading zeros to ensure that your School Number matches the School Number Length for your state. Example: the defined length for AL is 4. If the School Number is 1, you want to add 3 leading 0s, (0001). End result is 0001.	132	146
8	Student Last Name	100	Text	Possible values for each character in the string A-Z a-z ()@ Not accepted: commas, apostrophes, tildes, nor any other special characters		Student Last Name	147	246
9	Student First Name	100	Text	Possible values for each character in the string A-Z a-z ()@ Not accepted: commas, apostrophes, tildes, nor any other special characters		Student First Name	247	346

Item ID	Item Label	Item Description	Item Type	Item Format	Item Content	Item Format	Item Content	Item Format	Item Content
10	Student Middle Initial	Student Middle Initial	03	Alpha	Possible values for each character in the string A-Z Hyphen/Blank Space Underscore Not accepted: commas, accents, @, \$, or any other special characters	03	Student Middle Initial	03	447
11	Student Birth Date	Student Birth Date	09	Date	MM/DD/YYYY, or Blank	09	Student Birth Date	09	448
12	Gender	Gender	1	Alpha	M, F, or Blank	1	Student Gender M = Male, F = Female	1	449
13	Student ID	Student ID	15	Alpha/Numeric	Possible values for each character in the string A-Z 0-9 or entire field could be Blank	15	Unique Student ID value with a state - this must be unique and not blank Length does not need to be consistent within the state, but if the ID includes leading zeros, they must be included	15	450
14	State Student ID	State Student ID	15	Alpha/Numeric	Possible values for each character in the string A-Z 0-9 or entire field could be Blank	15	Unique Student ID value with a district. Length does not need to be consistent within the state, but if the ID includes leading zeros, they must be included	15	451
16	Grade	Grade	2	Numeric	00-12	2	00 = Kindergarten Kindergarten through 12th grade Must contain leading zero for 01-09	2	452
18	Grade - Listening	Grade - Listening	1	Numeric	Paper: 0, 1, 2, 3, 4, 6, 9, Blank Online: 1, 2, 4, 6, 9, Blank	1	This is the tested Grade Cluster of the Student Online: 1 = 1, 2-3 = 2, 4-6 = 4, 6-8 = 6, 9-12 = 9 Paper: Kindergarten = 0, 1 = 1, 2 = 2, 3 = 3, 4-6 = 4, 6-8 = 6, 9-12 = 9 Students should not be testing dual mode. Show the Speaking score sheet for Grades 7 and 8 is attached at the end of the Test Booklet for L, R and W, use the L, R, W cluster. Blank if the domain is not taken	1	453
17	Grade - Reading	Grade - Reading	1	Numeric	Paper: 0, 1, 2, 3, 4, 6, 9, Blank Online: 1, 2, 4, 6, 9, Blank	1	This is the tested Grade Cluster of the Student Online: 1 = 1, 2-3 = 2, 4-6 = 4, 6-8 = 6, 9-12 = 9 Paper: Kindergarten = 0, 1 = 1, 2 = 2, 3 = 3, 4-6 = 4, 6-8 = 6, 9-12 = 9 Students should not be testing dual mode. Show the Speaking score sheet for Grades 7 and 8 is attached at the end of the Test Booklet for L, R and W, use the L, R, W cluster. Blank if the domain is not taken	1	454
18	Grade - Speaking	Grade - Speaking	1	Numeric	Paper: 0, 1, 2, 3, 4, 6, 9, Blank Online: 1, 2, 4, 6, 9, Blank	1	This is the tested Grade Cluster of the Student Online: 1 = 1, 2-3 = 2, 4-6 = 4, 6-8 = 6, 9-12 = 9 Paper: Kindergarten = 0, 1 = 1, 2 = 2, 3 = 3, 4-6 = 4, 6-8 = 6, 9-12 = 9 Students should not be testing dual mode. Show the Speaking score sheet for Grades 7 and 8 is attached at the end of the Test Booklet for L, R and W, use the L, R, W cluster. Blank if the domain is not taken	1	455
19	Grade - Writing	Grade - Writing	1	Numeric	Paper: 0, 1, 2, 3, 4, 6, 9, Blank Online: 1, 2, 4, 6, 9, Blank	1	This is the tested Grade Cluster of the Student Online: 1 = 1, 2-3 = 2, 4-6 = 4, 6-8 = 6, 9-12 = 9 Paper: Kindergarten = 0, 1 = 1, 2 = 2, 3 = 3, 4-6 = 4, 6-8 = 6, 9-12 = 9 Students should not be testing dual mode. Show the Speaking score sheet for Grades 7 and 8 is attached at the end of the Test Booklet for L, R and W, use the L, R, W cluster. Blank if the domain is not taken	1	456
20	Test - Listening	Test - Listening	2	Alpha/Numeric	Paper: A, B, C, -, Blank Online: Blank	2	PAPER ONLY. This field captures paper test's state for information from the test booklet/answer document of R, L, and W. Paper: A, B, C, or a dash will represent Kindergarten Online: Blank Blank if the domain is not taken	2	457
21	Test - Reading	Test - Reading	2	Alpha/Numeric	Paper: A, B, C, -, Blank Online: Blank	2	PAPER ONLY. This field captures paper test's state for information from the test booklet/answer document of R, L, and W. Paper: A, B, C, or a dash will represent Kindergarten Online: Blank Blank if the domain is not taken	2	458
22	Test - Speaking	Test - Speaking	2	Alpha/Numeric	Paper: A, B, C, -, Blank Online: PA, A, BC, Blank	2	PAPER ONLY. This field captures paper test's state for information from the test booklet/answer document of R, L, and W. Paper: A, B, C, or a dash will represent Kindergarten This field captures paper test's state for information from the test booklet/answer document of R, L, and W. Blank if the domain is not taken	2	459

Item Label	Field # State Test File Name	Field Name Data	Max # of Characters	Character Type	Valid Values - all fields will be entered with either a blank or lowercase of Power Tooling and the possibility of more than one bubble of the same character being marked. If the left justify all fields and blanks will be used to fill the field. The hierarchy used for each of these fields is: (1) ID Data (2) AIMS Data (3) Student Paper Test Booklet (4) Other Test Booklet (5) PTA-ID or WIDA AIMS	Example	Field Extension	Starting Position (Start of Item)	Ending Position (End of Item)
WFL	23	Dir Typing	2	Alphanumeric	Paper: A, B, C, or Blank Online: A, BC, Blank		Online: A, BC Paper: A, B, C, or a dash will represent Kindergarten This field captures paper test state the information from the test booklets answer document of R, L, and W. Blank if the domain is not taken	509	509
	24	Response Time	1	Alphanumeric	Paper and Online: A, B, or C		Highest Tier for any tested domain PA or A = A B = B C or BC = C	502	502
	25	E-Race - Hispanic/Latino	1	Alpha	Paper and Online: Y or Blank		E-Race of student Y = Yes Blank = No	503	503
	26	Race - American Indian/Alaska Native	1	Alpha	Paper and Online: Y or Blank		If student race is American Indian/Alaska Native Y = Yes	504	504
AA	27	Race - Asian	1	Alpha	Paper and Online: Y or Blank		If student race is Asian Y = Yes	505	505
AB	28	Race - Black/African American	1	Alpha	Paper and Online: Y or Blank		If student race is Black/African American Y = Yes	506	506
AC	29	Race - Pacific Islander/Other	1	Alpha	Paper and Online: Y or Blank		If student race is Pacific Islander/Other Y = Yes	507	507
AD	30	Race - White	1	Alpha	Paper and Online: Y or Blank		If student race is White Y = Yes	508	508
AE	31	Home Language	4	Alphanumeric	Possible values for each character in a string A-Z, 0-9, space or entire field could be blank.		Home Language of student Always use identifying language for each state - This is a state defined field	509	509
AF	32	Date First Enrolled US School	10	Date	MMDDYYYY or Blank	MMDDYYYY	Date student first enrolled in school in a US School (regardless of country of origin) MMDDYYYY, (blank indicates student) or Blank	513	513
AG	33	Length of Time in LEP/ELL Program	2	Alphanumeric	0-19 or Blank	0-19	Valid values are 0-19. Represented in whole number of years by school year. Number of years that a student has been in a bilingual or ESOL program. Round down; year and 10 months=1 (A kindergarten student is always 0.) Don't include Pre-K ESOL services. Use best estimate. If not possible to get the information, leave blank.	523	523
AAH	34	Two or More	1	Alpha	Y or Blank		If the student has Two or More Y = Yes	525	525
AAI	35	Migrant	1	Alpha	Y or Blank		If the student has Migrant Status Y = Yes Migrant	526	526
AAJ	36	Low- or High- Income (LEP Status)	1	Alpha	Y or Blank		If the student has LEI Status Y = Yes	527	527
AAK	37	504 Plan	1	Alpha	Y or Blank		If the student has a 504 Plan Y = Yes	528	528
	38	Primary Disability	3	Alpha	AS, DB, DD, DE, FD, GD, HD, ID, JD, KD, LD, MD, ND, OD, PD, SD, TD, UD, VD, or Blank	AS DB DD DE FD GD HD ID JD KD LD MD ND OD PD SD TD UD VD or Blank	AS = Autism Spectrum Disorder, DB = Deaf-Blindness, DD = Developmental Delay, DE = Hearing Impairment, including Deafness, FD = Intellectual Disability with a Disability, GD = Intellectual Disability, HD = Multiple Disability, ID = Orthopedic Impairment, JD = Other Health Impairment, KD = Severe Emotional Disability, LD = Specific Learning Disability, MD = Speech or Language Impairment, ND = Traumatic Brain Injury, OD = Visual Impairment, including Blindness, or Blank	528	528

Code	Field # (Page 2) and Description	Field Name/Detail	Min	Max	Character Type	Notes	Example	Field Explanation	Starting Position (Page 2)	Ending Position (Page 2)
AM	30	Secondary Disability	3	Alpha	or Blank	Valid Values: all fields will be checked for correct use. Blank is absence of Paper Transfer and the possibility of more than one instance of the same character (blank) is not allowed. If a List Family of Blank and Invalid will be used in the field, the character used in place of those fields is: Field Data: SYWDA AMS Data: 3-Business Paper Test Decides (Custom Test codes from PWD to WDA AMS)				
AM	30	Secondary Disability	3	Alpha	or Blank			AS = Autism Spectrum Disorder, AD = Deaf-Blindness, DD = Developmental Delay, HD = Hearing Impairment, Including Deafness, ID = Intellectual/Thinking with a Disability, IQ = Intellectual Disability, JD = Juvenile Disability, OD = Orthopedic Impairment, OH = Other Health Impairment, HED = Serious Emotional Disability, SLD = Specific Learning Disability, SLI = Speech or Language Impairment, TBI = Traumatic Brain Injury, VI = Visual Impairment, Including Blindness, or Blank	532	534
AM	40	LEP Classification	3	Alpha	or Blank			EBL = EL Bilingual MEL = Mixed Bilingual ETI = EL-specific Transition Instruction MML = Mixed Class with Native Language Support EEO = EL - specific with English-only support MEO = Mixed Class with English-only support NSP = No Support Provided or Blank	535	537
AD	41	LEP - Parent Request	1	Alpha	or Blank			Indicates if the student's parent has selected language services Y = Yes	538	538
AP	42	LEP - Optional Data	8	Alpha	or Blank		CATN	Space for up to 3, 3-letter codes for more specific program identifiers	539	547
AO	43	MC - Accommodation	1	Alpha	or Blank			Manual control of item order (MC) Y = Yes	543	543
AR	44	RA - Accommodation	1	Alpha	or Blank			Repeat item order (RA) Y = Yes	549	549
AS	45	EA - Accommodation	1	Alpha	or Blank			Extended spending test response time (ES) Y = Yes	549	549
AT	46	LP - Accommodation	1	Alpha	or Blank			Large Print (LP) Y = Yes	551	551
AU	47	SN - Accommodation	1	Alpha	or Blank			Braille (BR) C = Connected U = Unconnected	552	552
AV	48	SD - Accommodation	1	Alpha	or Blank			Interpreter signs test directions in ASL (SD) Y = Yes	553	553
AW	49	RF - Accommodation	1	Alpha	or Blank			Human reader for response options (RO) Y = Yes	554	554
AX	50	RR - Accommodation	1	Alpha	or Blank			Human reader for repeat of response options (RR) Y = Yes	555	555
AY	51	RI - Accommodation	1	Alpha	or Blank			Human reader for items (RI) Y = Yes	556	556
AZ	52	RI - Accommodation	1	Alpha	or Blank			Human reader for repeat of items (RI) Y = Yes	557	557
BA	53	SR - Accommodation	1	Alpha	or Blank			Surber (SR) Y = Yes	558	558
BB	54	WD - Accommodation	1	Alpha	or Blank			Word processor or similar keyboarding device to respond to test items (WD) Y = Yes	559	559
BC	55	RD - Accommodation	1	Alpha	or Blank			Student responds using a recording device, which is played back and transcribed by the student (RD) Y = Yes	560	560
BD	56	NS - Accommodation	1	Alpha	or Blank			Test may be administered in a non-school setting (NS) Y = Yes	561	561
BE	57	ET - Accommodation	1	Alpha	or Blank			Extended testing time within the school day (ET) Y = Yes	562	562
BF	58	EM - Accommodation	1	Alpha	or Blank			Extended testing of a test domain over multiple days (EM) Y = Yes	563	563
BO	59	State Designated Optional Data	50	Alpha/numeric	or empty field could be blank			State Designated Additional Data - Defined by State See State Provided Special Instructions	564	573

Item	Field # (Access for ELLs 2.0)	Field Name	Field # (ACCESS)	Character Type	Field Description	Example	Field Description	Field # (ACCESS)	Field # (ACCESS)
01	00	Direct District Operational Data	00	AlphaNumeric	Possible values for each character in a string A-Z, 0-9, space or entire field could be blank	123 BC4567	Direct District Additional Data (this may also be additional State Data) See State Provided Special Instructions	074	003
02	01	Special Type	1	Alpha	A, L, or P		Student is: N = Non-Public (Private), C = Charter, H = Homebased, P = Public, or Blank (which defaults to Public)	084	004
03	02	Additional field to be used by a state if needed	02	AlphaNumeric	Possible values for each character in a string A-Z, 0-9, space or entire field can be blank		State Additional Data See State Provided Special Instructions	085	005
04	03	Form Number	3	Numeric	001		Unique ACCESS form Identifier This is the Surveys number (001)	035	007
05	04	Listening Raw Item Responses - Grades 1-12	100	Alpha Numeric	Grades 1-12 Paper: 1, 2, 3, 4, 8, , or space or entire field can be blank Online: 1, 2, 3, 4, , or space or entire field can be blank Undergraduate: Paper: 1, 2, 8, , or space or entire field can be blank		Raw response = the field that was bubbled on paper/charted online. Entire field blank if domain not taken for this record Paper Listening Raw Item Responses - Grades 1-12 8 = no answer was given = Multi space = no question spaces will be used to fill the field Online Listening Raw Item Responses - Grades 1-12 = Domain Identification space = no question spaces will be used to fill the field Undergraduate (Paper) Listening Raw Item Responses 1 = "Correct" was bubbled 8 = "Incorrect" was bubbled = no answer was given = Multi space = no question spaces will be used to fill the field	038	010
06	05	Reading Raw Item Responses - Grades 1-12	100	Alpha Numeric	Grades 1-12 Paper: 1, 2, 3, 4, 8, , or space or entire field can be blank Online: 1, 2, 3, 4, , or space or entire field can be blank Undergraduate: 1, 2, 8, , or space or entire field can be blank		Raw response = the field that was bubbled on paper/charted online. Entire field blank if domain not taken for this record Paper Reading Raw Item Responses - Grades 1-12 8 = no answer was given = Multi space = no question spaces will be used to fill the field Online Reading Raw Item Responses - Grades 1-12 = Domain Identification space = no question spaces will be used to fill the field Undergraduate (Paper) Reading Raw Item Responses 1 = "Correct" was bubbled 8 = "Incorrect" was bubbled = no answer was given = Multi space = no question spaces will be used to fill the field	038	011

Item ID	Item Title	Grade	Item Type	Item Format	Item Description	Item ID	Item Title	Grade	Item Type	Item Format	Item Description
66	Speaking Raw Item Responses - Grades 1-12	1-12	Speaking	Audio	Grades 1-12: Paper: 1, 2, 3, 4, 5, 6, 7, open or entire field can be Blank. Online: 1, 2, 3, 4, R, F, I or entire field can be Blank. Chaperone: 1, 2, 7, 9, or entire field can be Blank.	100	Alpha Numeric	100	Speaking	Audio	Raw response = the field that was habilitated on paper/theoretical online. Entire field Blank if domain not taken for this record. Paper Speaking Raw Item Responses - Grades 1-12 0 = no answer was habilitated = Blank Syntax = no question Syntax will be used to fill the field. Online Speaking Raw Item Responses - Grades 1-12 Blank and Non-Score Codes: B = Blank, F = Foreign Language, I = Insufficient. Chaperone (Paper) Speaking Raw Item Responses 1 = Approaches 2 = Meets 3 = Exceeds 0 = no answer was habilitated = Blank
67	Writing Rating Task 11 - Grades 1-12	1-12	Writing	Text	Paper: 1, 1-, 2, 2-, 3, 3-, 4, 4-, 5, 5-, 6, 6, C, F, I, T Online: 1, 1-, 2, 2-, 3, 3-, 4, 4-, 5, 5-, 6, 6, C, F, I, T, or Blank	2	Alphanumeric	2	Writing	Text	B = Blank, C = Copy of Item, F = Foreign Language, I = Insufficient, T = Off Topic, Online: Blank = placeholder or domain termination
68	Writing Rating Task 2 - Grades 1-12	1-12	Writing	Text	Paper: 1, 1-, 2, 2-, 3, 3-, 4, 4-, 5, 5-, 6, 6, C, F, I, T Online: 1, 1-, 2, 2-, 3, 3-, 4, 4-, 5, 5-, 6, 6, C, F, I, T, or Blank	2	Alphanumeric	2	Writing	Text	B = Blank, C = Copy of Item, F = Foreign Language, I = Insufficient, T = Off Topic, Online: Blank = placeholder or domain termination
69	Writing Rating Task 3 - Grades 1-12	1-12	Writing	Text	Paper: 1, 1-, 2, 2-, 3, 3-, 4, 4-, 5, 5-, 6, 6, C, F, I, T Online: 1, 1-, 2, 2-, 3, 3-, 4, 4-, 5, 5-, 6, 6, C, F, I, T, or Blank	2	Alphanumeric	2	Writing	Text	B = Blank, C = Copy of Item, F = Foreign Language, I = Insufficient, T = Off Topic, Online: Blank = placeholder or domain termination
70	Writing Rating Task 4 - Grade 1, per A, 2, 2-, 3, 3-, 4, 4-, 5, 5-, 6, 6, C, F, I, T, X	1	Writing	Text	Paper: 1, 1-, 2, 2-, 3, 3-, 4, 4-, 5, 5-, 6, 6, C, F, I, T, X or entire field can be Blank.	2	Alphanumeric	2	Writing	Text	B = Blank, C = Copy of Item, F = Foreign Language, I = Insufficient, T = Off Topic, X = Not Grade 1 Tier A Blank = Not yet scored
71	Writing Raw Responses - Chaperone	1-12	Writing	Text	Permissible values for each character in the string 0-9 or entire field can be Blank.	100	Alphanumeric	100	Writing	Text	If student tested Kindergarten Writing Raw Item Responses Blanks will be used to fill the field 0 = Blank or skipped
72	Domain Termination - Writing	1-12	Writing	Text	A = Automatic (End of test window DRC termination) M = Manual (User clicked "end incomplete domain" button in AMS) N = No domain termination Blank if domain was not taken for this record	1	Alphanumeric	1	Writing	Text	A = Automatic (End of test window DRC termination) M = Manual (User clicked "end incomplete domain" button in AMS) N = No domain termination Blank if domain was not taken for this record
73	Domain Termination - Speaking	1-12	Speaking	Text	A = Automatic (End of test window DRC termination) M = Manual (User clicked "end incomplete domain" button in AMS) N = No domain termination Blank if domain was not taken for this record	1	Alphanumeric	1	Speaking	Text	A = Automatic (End of test window DRC termination) M = Manual (User clicked "end incomplete domain" button in AMS) N = No domain termination Blank if domain was not taken for this record
74	Domain Termination - Reading	1-12	Reading	Text	A = Automatic (End of test window DRC termination) M = Manual (User clicked "end incomplete domain" button in AMS) N = No domain termination Blank if domain was not taken for this record	1	Alphanumeric	1	Reading	Text	A = Automatic (End of test window DRC termination) M = Manual (User clicked "end incomplete domain" button in AMS) N = No domain termination Blank if domain was not taken for this record
75	Domain Termination - Math	1-12	Math	Text	A = Automatic (End of test window DRC termination) M = Manual (User clicked "end incomplete domain" button in AMS) N = No domain termination Blank if domain was not taken for this record	1	Alphanumeric	1	Math	Text	A = Automatic (End of test window DRC termination) M = Manual (User clicked "end incomplete domain" button in AMS) N = No domain termination Blank if domain was not taken for this record
76	Writing - Response	1-12	Writing	Text	Y = Yes = student has responded to every item habilitated N = No = student did not respond to every item habilitated Blank if domain was not taken for this record	1	Alphanumeric	1	Writing	Text	Y = Yes = student has responded to every item habilitated N = No = student did not respond to every item habilitated Blank if domain was not taken for this record

Schedule H

ACCESS for ELLs 2.0 State Student Response Data File

Grade	Item ID	Item Description	Grade	Item ID	Item Description	Grade	Item ID	Item Description	Grade	Item ID	Item Description
77	77	Reading - Complete	1	NA	or Blank			* Yes = student has responded to every item intended * No = student did not respond to every item intended Blank if domain was not taken for this record	1051	1051	
78	78	Speaking - Complete	1	NA	or Blank			* Yes = student has responded to every item intended * No = student did not respond to every item intended Blank if domain was not taken for this record	1052	1052	
79	79	Writing - Complete	1	NA	or Blank			* Yes = student has responded to every item intended * No = student did not respond to every item intended Blank if domain was not taken for this record	1053	1053	
80	80	Listening Scored Responses - Grades K-12	100	Alphabetical	Paper and Online: 0, 1 or entire field can be blank			* Mult would be scored = 0 0 = Incorrect 1 = Correct Blank = placeholder attempted Padding with spaces	1054	1054	
81	81	Reading Scored Responses - Grades K-12	100	Alphabetical	Paper and Online: 0, 1 or entire field can be blank			* Mult would be scored = 0 0 = Incorrect 1 = Correct Blank = placeholder attempted Padding with spaces	1154	1154	
82	82	Speaking Scored Responses - Grades K-12	100	Alphabetical	Kindergarten: Paper: 0, 1, Blank Grades 1-12 Paper and Online: 0, 1, 2, 3, 4, Blank			The point value of the item Grades 1-12 Paper and Online: * Mult would be scored = 0 0 = No response 1 = Attempted 2 = Adequate 3 = Strong 4 = Exemplary Kindergarten: 0 = Incorrect (entered on "response" or "T" or was not bubbled) 1 = Meets Blank if domain is not taken for this record	1254	1254	
83	83	Writing Scored Responses - Task 1 (Grades 1-12)	2	NA	or Blank			Blank if domain was not taken for this record	1354	1354	
84	84	Writing Scored Responses - Task 2 (Grades 1-12)	2	NA	or Blank			Blank if domain was not taken for this record	1358	1358	
86	86	Writing Scored Responses - Task 3 (Grades 1-12)	2	NA	or Blank			Blank if domain was not taken for this record	1359	1359	
88	88	Writing Scored Responses - Task 4 (Grade 1 Tier A)	2	NA	or Blank			* = Not Grade 1 Tier A	1388	1388	
87	87	Writing Scored Responses - Kindergarten	100	NA	or Blank			* If student tested Kindergarten Writing Scored Responses Blank if the domain was not taken or if tester is not a Kindergarten teacher	1383	1383	
89	89	Listening Scale Score	3	NA	Blank			* Students Listening Scale Score for either Online or Paper NA = one of the four Do Not Score Absent, Invalid, Declined, Exempted Special Ed/504 Blank = domain was not attempted for this record	1482	1482	
90	90	Reading Scale Score	3	NA	Blank			* Students Reading Scale Score for either Online or Paper NA = one of the four Do Not Score Absent, Invalid, Declined, Exempted Special Ed/504 Blank = domain was not attempted for this record	1485	1485	
90	90	Speaking Scale Score	3	Alphabetical	Blank			* Students Speaking Scale Score for either Online or Paper NA = one of the four Do Not Score Absent, Invalid, Declined, Exempted Special Ed/504 Blank = domain was not attempted for this record	1489	1489	
91	91	Writing Scale Score	3	Alphabetical	Blank			* Students Writing Scale Score for either Online or Paper NA = one of the four Do Not Score Absent, Invalid, Declined, Exempted Special Ed/504 Blank = domain was not attempted for this record	1471	1471	
92	92	Comprehension Scale Score	3	Alphabetical	Blank			* Students Comprehension Score for either Online or Paper * If other domains less a Do Not Score Code = NA, this would bump up other scores and NA would be populated. Blank = Listening another Reading domains were not attempted for this record	1474	1474	
93	93	Oral Scale Score	3	Alphabetical	Blank			* Students Oral Scale Score for either Online or Paper * 3.5 Listening - 8.5 Speaking Scale Score * If other domains less a Do Not Score Code = NA, this would bump up all other scores and NA would be populated. Blank = Speaking another Listening domains were not attempted for this record	1477	1477	

Item ID	Item Name	Grade	Character Type	Item Description	Item ID	Item Name	Grade	Character Type	Item Description	Item ID	Item Name	Grade	Character Type	Item Description
84	Library Scale Score	3	Alphabetic	100-000 NA or Blank	1489	Library Scale Score for either Online or Paper	3	Alphabetic	100-000 NA or Blank	1490	Library Scale Score for either Online or Paper	3	Alphabetic	100-000 NA or Blank
85	Compos (Overall) Scale Score	3	Alphabetic	100-000 NA or Blank	1483	Students Compos (Overall) Scale Score for either Online or Paper	3	Alphabetic	100-000 NA or Blank	1484	Students Compos (Overall) Scale Score for either Online or Paper	3	Alphabetic	100-000 NA or Blank
86	Listening Proficiency Level	3	Alphabetic	1.0-4.0 NA or Blank	1486	Students Listening Proficiency Level for either Online or Paper	3	Alphabetic	1.0-4.0 NA or Blank	1487	Students Listening Proficiency Level for either Online or Paper	3	Alphabetic	1.0-4.0 NA or Blank
87	Reading Proficiency Level	3	Alphabetic	1.0-4.0 NA or Blank	1488	Students Reading Proficiency Level for either Online or Paper	3	Alphabetic	1.0-4.0 NA or Blank	1489	Students Reading Proficiency Level for either Online or Paper	3	Alphabetic	1.0-4.0 NA or Blank
88	Speaking Proficiency Level	3	Alphabetic	1.0-4.0 NA or Blank	1482	Students Speaking Proficiency Level for either Online or Paper	3	Alphabetic	1.0-4.0 NA or Blank	1483	Students Speaking Proficiency Level for either Online or Paper	3	Alphabetic	1.0-4.0 NA or Blank
89	Writing Proficiency Level	3	Alphabetic	1.0-4.0 NA or Blank	1485	Students Writing Proficiency Level for either Online or Paper	3	Alphabetic	1.0-4.0 NA or Blank	1486	Students Writing Proficiency Level for either Online or Paper	3	Alphabetic	1.0-4.0 NA or Blank
90	Comprehension Proficiency Level	3	Alphabetic	1.0-4.0 NA or Blank	1488	Students Comprehension Proficiency Level for either Online or Paper	3	Alphabetic	1.0-4.0 NA or Blank	1489	Students Comprehension Proficiency Level for either Online or Paper	3	Alphabetic	1.0-4.0 NA or Blank
101	Oral Proficiency Level	3	Alphabetic	1.0-4.0 NA or Blank	1501	Students Oral Proficiency Level for either Online or Paper	3	Alphabetic	1.0-4.0 NA or Blank	1502	Students Oral Proficiency Level for either Online or Paper	3	Alphabetic	1.0-4.0 NA or Blank
102	Library Proficiency Level	3	Alphabetic	1.0-4.0 NA or Blank	1504	Students Library Proficiency Level for either Online or Paper	3	Alphabetic	1.0-4.0 NA or Blank	1505	Students Library Proficiency Level for either Online or Paper	3	Alphabetic	1.0-4.0 NA or Blank
103	Compos (Overall) Proficiency Level	3	Alphabetic	1.0-4.0 NA or Blank	1507	Students Compos (Overall) Proficiency Level for either Online or Paper	3	Alphabetic	1.0-4.0 NA or Blank	1508	Students Compos (Overall) Proficiency Level for either Online or Paper	3	Alphabetic	1.0-4.0 NA or Blank
104	Do Not Score Code - Listening	3	Alphabetic	ABS INV DEC SPO or Blank	1518	Do Not Score Code - Listening	3	Alphabetic	ABS INV DEC SPO or Blank	1519	Do Not Score Code - Listening	3	Alphabetic	ABS INV DEC SPO or Blank
105	Do Not Score Code - Reading	3	Alphabetic	ABS INV DEC SPO or Blank	1518	Do Not Score Code - Reading	3	Alphabetic	ABS INV DEC SPO or Blank	1519	Do Not Score Code - Reading	3	Alphabetic	ABS INV DEC SPO or Blank
106	Do Not Score Code - Speaking	3	Alphabetic	ABS INV DEC SPO or Blank	1518	Do Not Score Code - Speaking	3	Alphabetic	ABS INV DEC SPO or Blank	1519	Do Not Score Code - Speaking	3	Alphabetic	ABS INV DEC SPO or Blank
107	Do Not Score Code - Writing	3	Alphabetic	ABS INV DEC SPO or Blank	1518	Do Not Score Code - Writing	3	Alphabetic	ABS INV DEC SPO or Blank	1519	Do Not Score Code - Writing	3	Alphabetic	ABS INV DEC SPO or Blank

State	Field # (List)	Field Name (List)	Item # of Construct	Construct ID	Value Range	Example	Field Explanation	Item # of Construct	Construct ID
CO	106	Listening Confidence - High Score	3	Listening	100-600 NA Blank	600	High End of Score Confidence Range Students Scale Score - CREM for Listening NA = one of the four Do Not Score Blank = No Scale Score	1532	1532
DE	108	Listening Confidence - Low Score	3	Listening	100-600 NA Blank	100	Low End of Score Confidence Range Students Scale Score - CREM for Listening NA = one of the four Do Not Score Blank = No Scale Score	1525	1525
DF	110	Reading Confidence - High Score	3	Reading	100-600 NA Blank	600	High End of Score Confidence Range Students Scale Score - CREM for Reading NA = one of the four Do Not Score Blank = No Scale Score	1528	1528
DC	111	Reading Confidence - Low Score	3	Reading	100-600 NA Blank	100	Low End of Score Confidence Range Students Scale Score - CREM for Reading NA = one of the four Do Not Score Blank = No Scale Score	1531	1531
OH	112	Speaking Confidence - High Score	3	Speaking	100-600 NA Blank	600	High End of Score Confidence Range Students Scale Score - CREM for Speaking NA = one of the four Do Not Score Blank = No Scale Score	1534	1534
DC	113	Speaking Confidence - Low Score	3	Speaking	100-600 NA Blank	100	Low End of Score Confidence Range Students Scale Score - CREM for Speaking NA = one of the four Do Not Score Blank = No Scale Score	1537	1537
CA	114	Writing Confidence - High Score	3	Writing	100-600 NA Blank	600	High End of Score Confidence Range Students Scale Score - CREM for Writing NA = one of the four Do Not Score Blank = No Scale Score	1540	1540
DC	116	Writing Confidence - Low Score	3	Writing	100-600 NA Blank	100	Low End of Score Confidence Range Students Scale Score - CREM for Writing NA = one of the four Do Not Score Blank = No Scale Score	1543	1543
DC	116	Comprehension Confidence - High Score	3	Comprehension	100-600 NA Blank	600	High End of Score Confidence Range Students Scale Score - SEM for Comprehension NA = one of the four Do Not Score Blank = No Scale Score	1546	1546
DC	117	Comprehension Confidence - Low Score	3	Comprehension	100-600 NA Blank	100	Low End of Score Confidence Range Students Scale Score - SEM for Comprehension NA = one of the four Do Not Score Blank = No Scale Score	1549	1549
CA	118	Oral Confidence - High Score	3	Oral Confidence	100-600 NA Blank	600	High End of Score Confidence Range Students Scale Score - SEM for Oral Confidence NA = one of the four Do Not Score Blank = No Scale Score	1552	1552
CO	119	Oral Confidence - Low Score	3	Oral Confidence	100-600 NA Blank	100	Low End of Score Confidence Range Students Scale Score - SEM for Oral Confidence NA = one of the four Do Not Score Blank = No Scale Score	1555	1555
DP	120	Literacy Confidence - High Score	3	Literacy	100-600 NA Blank	600	High End of Score Confidence Range Students Scale Score - SEM for Literacy Confidence NA = one of the four Do Not Score Blank = No Scale Score	1558	1558
DC	121	Literacy Confidence - Low Score	3	Literacy	100-600 NA Blank	100	Low End of Score Confidence Range Students Scale Score - SEM for Literacy Confidence NA = one of the four Do Not Score Blank = No Scale Score	1561	1561
CA	122	Composite (Overall) Confidence - High Score	3	Composite (Overall) Confidence	100-600 NA Blank	600	High End of Score Confidence Range Students Scale Score - SEM for Composite (Overall) Confidence NA = one of the four Do Not Score Blank = No Scale Score	1564	1564
DC	123	Composite (Overall) Confidence - Low Score	3	Composite (Overall) Confidence	100-600 NA Blank	100	Low End of Score Confidence Range Students Scale Score - SEM for Composite (Overall) Confidence NA = one of the four Do Not Score Blank = No Scale Score	1567	1567
DC	124	Test Completion Date	10	Date	MMDDYYYY or Blank	03002014	Date student completed testing in school: MMDDYYYY - 03002014 (March 30, 2014) or 00000000 - Blank The latest date of either the field on the front cover of the paper test or the date the student completed the online test for the final domain	1578	1578
DC	125	Security Barcode - Listening	15	Security Barcode	0000000000000000 or Blank	0000000000000000	Students Paper Security Barcode from test booklet for Listening up to a 15 Alphanumeric code Will be Blank for Online	1580	1580

Code	Field # (from Test File Report)	Field Name Detail	Length	Character Type	Valid Values - all fields will be denoted with asterisk (*) due to response of Paper Testing and the possibility of gaps due to testlets of the same character being selected. All levels of fields and items will be used in all the (L) - The hierarchy used for most of these fields is: - PrtID Data; 24WDA ASES Data; - Student Paper Test Booklet (Online Test) would come from Prt-ID or WDA ASES	Example	Field Explanation	Start of Response (from test file format)	End of Response (from test file format)
CV	126	Security Barcode - Reading	15	Alphanumeric	***** or Blank	*****	Students Paper Security Barcode from test booklet for Reading up to a 15 Alphanumeric code will be Blank for Online	1536	1609
CV	127	Security Barcode - Speaking	15	Alphanumeric	***** or Blank	*****	Students Paper Security Barcode from test booklet for Speaking up to a 15 Alphanumeric code will be Blank for Online	1610	1683
CV	128	Security Barcode - Writing	15	Alphanumeric	***** or Blank	*****	Students Paper Security Barcode from test booklet for Writing up to a 15 Alphanumeric code will be Blank for Online	1625	1698
DL	129	Libcode - Listening	15	Alphanumeric	*****-4892982229889	*****	Students Libcode for Listening up to a 15 Alphanumeric code Online Libcode is "9900" - DocumentID (seven digit)	1840	1854
DL	130	Libcode - Reading	15	Alphanumeric	*****-4892982229889	*****	Students Libcode for Reading up to a 15 Alphanumeric code Online Libcode is "9900" - DocumentID (seven digit)	1855	1869
DL	131	Libcode - Speaking	15	Alphanumeric	*****-4892982229889	*****	Students Libcode for Speaking up to a 15 Alphanumeric code Online Libcode is "9900" - DocumentID (seven digit)	1870	1884
DL	132	Libcode - Writing	15	Alphanumeric	*****-4892982229889	*****	Students Libcode for Writing up to a 15 Alphanumeric code Online Libcode is "9900" - DocumentID (seven digit)	1885	1899
FD	133	Listening Test Event ID	8	Numeric	Possible values for each character in a string: 0-9 or entire field can be Blank	123	Unique Test Event ID CAL will be using this field to link to the Verification Study Files no leading zeroes, length can vary. Blank if no test was submitted	1700	1708
FD	134	Reading Test Event ID	8	Numeric	Possible values for each character in a string: 0-9 or entire field can be Blank	123	Unique Test Event ID CAL will be using this field to link to the Verification Study Files no leading zeroes, length can vary. Blank if no test was submitted	1718	1726
FD	135	Speaking Test Event ID	8	Numeric	Possible values for each character in a string: 0-9 or entire field can be Blank	123	Unique Test Event ID CAL will be using this field to link to the Verification Study Files no leading zeroes, length can vary. Blank if no test was submitted	1729	1737
FD	136	Writing Test Event ID	8	Numeric	Possible values for each character in a string: 0-9 or entire field can be Blank	123	Unique Test Event ID CAL will be using this field to link to the Verification Study Files no leading zeroes, length can vary. Blank if no test was submitted	1738	1746
FD	137	Document Label Code - Listening	15	Alphanumeric	P*****, where X represents 0-9 L*****, where X represents 0-9 or Blank	L*****	Students Document Label Code for Listening up to a 15 Alphanumeric code; starting with "P" or "L" for Paper; will be Blank for Online	1740	1754
FD	138	Document Label Code - Reading	15	Alphanumeric	P*****, where X represents 0-9 L*****, where X represents 0-9 or Blank	L*****	Students Document Label Code for Reading up to a 15 Alphanumeric code; starting with "P" or "L" for Paper; will be Blank for Online	1755	1769
FD	139	Document Label Code - Speaking	15	Alphanumeric	P*****, where X represents 0-9 L*****, where X represents 0-9 or Blank	L*****	Students Document Label Code for Speaking up to a 15 Alphanumeric code; starting with "P" or "L" for Paper; will be Blank for Online	1770	1784
FD	140	Document Label Code - Writing	15	Alphanumeric	P*****, where X represents 0-9 L*****, where X represents 0-9 or Blank	L*****	Students Document Label Code for Writing up to a 15 Alphanumeric code; starting with "P" or "L" for Paper; will be Blank for Online	1785	1799
FD	141	Reported Mode	6	Alpha	Online Paper Mixed	Online	If all tests were online = Online If all tests were paper = Paper If some tests were paper and some tests were online = Mixed	1829	1835
FD	142	Mode of Administration - Listening	11	Alpha	Online Paper Mixed	Online	Students Mode of Administration for Listening	1808	1814
FD	143	Mode of Administration - Reading	11	Alpha	Online Paper Mixed	Online	Students Mode of Administration for Reading	1817	1823
FD	144	Mode of Administration - Speaking	11	Alpha	Online Paper Mixed	Online	Students Mode of Administration for Speaking	1828	1834
FD	145	Mode of Administration - Writing	11	Alpha	Online Paper Mixed	Online	Students Mode of Administration for Writing	1838	1844
FD	146	Mode of Response - Writing	2	Alpha	KB or HW	KB	Students Mode of Response for Writing KB = Keyboard HW = Handwriting	1850	1852

Schedule H

ACCESS for ELLs 2.0 State Student Response Data File

Item ID	Item Label	Item Type	Item ID	Item Label	Item Type	Item ID	Item Label	Item Type	Item ID	Item Label	Item Type
147	Online Listening Item ID	Listening	148	Online Reading Item ID	Reading	149	SEM - Listening	Assessment	150	SEM - Reading	Assessment
151	SEM - Speaking	Assessment	152	SEM - Writing	Assessment	153	SEM - Oral	Assessment	154	SEM - Writing	Assessment
155	SEM - Comprehensive	Assessment	156	SEM - Overall	Assessment	157	Future Use 1	Assessment	158	Future Use 2	Assessment
159	Future Use 3	Assessment	160	Future Use 4	Assessment	161	Future Use Blank	Assessment	162	Future Use 5	Assessment

CONTRACT 2018-154

WCER INITIALS AM
DATE 6.12.18



WISCONSIN
UNIVERSITY OF WISCONSIN-MADISON

Certification of Signature Authority

June 12th, 2018

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.

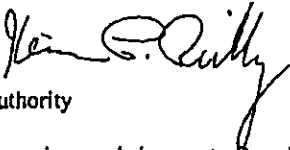
- University of Wisconsin System Regent Policy Document 13-1: General Contract Approval, Signature Authority, and Reporting.
- University of Wisconsin System President Memo dated October 1, 2012; re. Delegation of Signature Authority.
- University of Wisconsin-Madison Chancellor Memo dated February 2018; re. Delegation of Signature Authority.

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@uwsp.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

February 2018

Signature of University Contracts

Only a small number of individuals at the University of Wisconsin-Madison have been delegated the authority to sign contracts on behalf of the University. Those individuals, discussed below, derive their authority from either the Board of Regents of the University of Wisconsin System, pursuant to Chapter 36 of the Wisconsin Statutes, or from the Wisconsin Department of Administration, pursuant to Chapter 16 of the Wisconsin Statutes. Consult the information below to determine whether a document requires an official University signature, and to determine the appropriate process for obtaining such a signature if necessary.

Necessity of Official University Signature

The first distinction that must be made is whether the document in question is actually a contract requiring an official University signature. Any contract which purports to create a binding legal or financial obligation upon the University will require an official University signature to be valid. The actual title of the document in question is not important, as a "contract," an "agreement" or a "memorandum of understanding" each have the potential to legally obligate the University to undertake certain actions or pay certain amounts. If there is any doubt as to whether a contract or other form might require an official University signature, contact Raymond Taffora or Andrew Norman in the Office of Legal Affairs.

Purchasing Contracts

The second distinction that must be made is whether the contract in question is a purchasing contract. Unlike other contracts the University enters into, the campus authority to enter into procurement contracts derives from Section 16 of the Wisconsin Statutes, with delegation directly from the Department of Administration. Contracts under which the University is to pay money for either goods or services must be sent to Purchasing Services for eventual signature by either the Director of Purchasing or one of his or her Delegated Purchasing Services Agents. If your department has a Delegated Purchasing Services Agent, purchasing contracts should be sent to that Agent for negotiation, review and signature. If your department does not have a Delegated Purchasing Services Agent, you should work with central Purchasing Services.

General Signatories

The authority to sign all other contracts derives from delegation from the Board of Regents under Chapter 36 of the Wisconsin statutes. Chancellor Rebecca Blank, Provost Sarah Mangelsdorf, Vice Chancellor Laurent Heller and Interim Associate Vice Chancellor Dan Langer have the authority to sign any contract for the University on behalf of the Board of Regents of the University of Wisconsin System. However, other University personnel have been granted limited authority to sign certain contracts within their area of expertise. If you have a contract that falls within one of the categories listed below, please route the contract to the signatory listed. If the proper University signatory is unclear, contact Raymond Taffora or Andrew Norman in the Office of Legal Affairs.

Signatories with Limited Delegation

Outside of the general signatories, various individuals on campus have been given limited signature authority for contracts that fall within their areas of expertise. If you have a contract that falls within one of the categories listed below, please route the contract to the signatory listed.

Contract Type	Appropriate Signer(s)
Academic Support Service Agreements (ASSA's)	Lori Voss, Hartley Murray
Affiliation agreements, cooperation agreements with foreign institutions	Guido Podesta
Clinical Trial Agreements	Kim Moreland, Robert Andresen, Mark Sweet, Larry Westby, Bonniejean Zitske, Michael Kuntz, Robert Gratzl, Angela Bitner, Brenda Egan, Kurt McMillen, Janice Kalvin, Richelle Martin
Commercial/business use agreements	Charles Hoslet
Entertainment Agreements (Union events)	Susan Dibbell
Equipment Loans, Gifts and Sales	Susie Maloney
Export Control Agreements	Tom Demke
Export License Applications	Tom Demke, Ben Griffiths
Extramural Support Activities: proposals, agreements, contracts, non-disclosure agreements, material transfer agreements, fee-for-service agreements, research facility use agreements, etc.	Norman Drinkwater, Kim Moreland, Robert Andresen, Mark Sweet, Larry Westby, Bonniejean Zitzke, Kathleen Sielaff, Michael Kuntz, Robert Gratzl, Angela Bitner, Brenda Egan, Kurt McMillen, Bridget Montour, John Varda, Richelle Martin
Human Subjects Compliance Agreements	Nadine Connor

Facility/Space Use Agreements-	
-General Facilities/Space	David Darling, Margaret Tennesen, Brent Lloyd
-Athletic Department Facilities	Chris McIntosh, Mario Morris, Jeff Schmidt
-Recreational Sports Facilities	John Horn
-Wisconsin Union Facilities	Mark Guthier
Federal Inventor Petition forms	Kristin Harmon; Lee Jankoski
Game Guarantee Contracts*	Chris McIntosh, Mario Morris, Jeff Schmidt
Gifts to the University (related documents)	April Cook
Leases of external space	David Darling, Margaret Tennesen, Brent Lloyd
Medical Training Presentation Agreements	Ken Mount
Medical School Agreements (Other)#	Ken Mount
Purchases	Lori Voss, Purchasing Agents^
Sponsored Research/Research Support	Kim Moreland, Robert Andresen, Mark Sweet, Larry Westby, Bonniejean Zitske, Michael Kuntz, Robert Gratzl, Angela Bitner, Brenda Egan, Kurt McMillen, Bridget Montour, John Varda, Richelle Martin
Suite and Seat License Agreements	Chris McIntosh, Mario Morris, Jeff Schmidt
Trademark licensing agreements	Charles Hoslet
State Laboratory of Hygiene Agreements%	James Schauer
Veterinary Diagnostic Laboratory Agreements+	Philip Bochsler
University Press non-purchasing contracts	Dennis Lloyd
Wisconsin Law Review author, license agreements	Susannah Tahk

* So long as the cumulative dollar amount of such contract is less than \$500,000.

Limited to educational grants on behalf of the School of Medicine and Public Health, reassignment forms with the Centers for Medicare and Medicaid Services, Health Professional Loan Forgiveness agreements, and financial support agreements with the University of Wisconsin Hospital & Clinics Authority.

^ Contact Purchasing Services to determine appropriate Purchasing Agent

% Limited to Fee-For-Service Agreements and other agreements, grants, contracts, and leases; Research contracts must be signed by Research and Sponsored Programs.

+ Limited to Fee-For-Service Agreements and other agreements, grants, contracts, and lease; Research contracts must be signed by Research and Sponsored Programs.

Other Miscellaneous Contracts

Contracts that are not specifically addressed in the chart above should be sent to Scott Hildebrand in the Office of the Vice Chancellor for Administration for signature by Vice Chancellor Laurent Heller.

Again, if the proper University signatory is unclear, contact either Raymond Taffora or Andrew Norman in the Office of Legal Affairs for guidance.

Board of Regent Approval

Please be aware that any contract with a for-profit entity where the cumulative dollar amount exceeds \$1,000,000.00 must receive Board of Regents approval prior to signature. Please be advised that any such contract will need to be submitted well in advance to the Board for inclusion on its monthly meeting agenda. Please alert Vice Chancellor for Finance and Administration Laurent Heller as soon as you become aware of a contract that will require Board approval. Contracts with a for-profit entity where the cumulative dollar amount is between \$500,000.00 and \$1,000,000.00 must be reviewed by the Office of Legal Affairs (OLA). Raymond Taffora or Andrew Norman in OLA will facilitate this process.

Modifications to Signature Authority

Please contact Scott Hildebrand in the Office of the Vice Chancellor for Finance and Administration to request any changes in existing signature authority made necessary by new hires or employee departures.



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:

**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: 06-12-2018

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:	07-01-2018 through 06-30-2021
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