

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

CHANGE NOTICE NO. 1
 to
CONTRACT NO. 071B3200121
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
University Of Wisconsin Wisconsin Ctr for Educ Research-WIDA Consortium Madison WI, 53706	Becki Kohl	rtkohl@wisc.edu
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	608-890-2550	*****5963

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	MDE	Doug Collier	(517) 241-4431	collierd1@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Brandon Samuel	(517) 284-7025	SamuelB@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Statewide English Language Proficiency			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 22, 2013	April 2, 2016	2 - 1 Year	April 2, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	Two years	<input type="checkbox"/>		April 2, 2018
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$6,000,000.00		\$7,500,000.00	\$13,500,000.00	

DESCRIPTION: Effective March, 15, 2016 this Contract is amended as follows:
 1.) Schedule B Invoice and Payment is replaced with attached Schedule B Invoice and Payment.
 2.) Addition of \$7,500,000.00
 3.) The two (1 year) options available are hereby exercised.
 4.) The revised Contract expiration date is April 2, 2018.
 All other terms, conditions, specifications, and pricing remain the same. Per Contractor, agency and DTMB Procurement approval and State Administrative Board approval on March 15, 2016.

FOR THE CONTRACTOR:

UNIVERSITY OF WISCONSIN

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Tom Falik, Services Division Director

Name & Title

DTMB Procurement

Agency

Date

Schedule B

INVOICE AND PAYMENT

PAYMENT SCHEDULE

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

- a. Michigan's estimated test population for the 2016 FY testing year is 85,000 students. There will be an estimated 20,400 students taking the online version, and 63,750 students taking the paper version. STATE agrees to pay the yearly ACCESS for ELLs costs as follows:

Testing Year	2016 FY	2017 FY	2018 FY
Online Price	\$25	Not-to-Exceed \$27	Not-to-Exceed \$28
Paper Price	\$25	Not-to-Exceed \$29	Not-to-Exceed \$32
Alternate Price	\$75	Not-to-Exceed \$85	Not-to-Exceed \$95
Total Pop. Est.	85,000	90,000	93,000
Online Pop. Est.	20,400	44,100	68,820
Paper Pop. Est.	63,750	45,000	23,250
Alternate Pop. Est.	850	900	930
Online Cost Est.	\$510,000	1,190,700	\$1,926,960
Paper Cost Est.	\$1,593,750	\$1,305,000	\$744,000
Alternate Cost Est.	\$63,750	\$76,500	\$88,350
Total Cost Est.	\$2,167,500	\$2,572,200	\$2,759,300

1. WCER shall invoice STATE for test development and pre-operational costs of \$1,116,000 on or before December 1 and STATE shall pay on or before January 1, and
 2. WCER shall invoice STATE for the balance of the cost, based on the actual number of students tested, upon completion and delivery of the annual test reports and STATE shall pay within 30 calendar days.
-
- b. WCER will invoice STATE for the printing and distribution costs of unused tests ordered, printed and distributed in excess of 115% of the number of actual students tested and STATE shall pay within 30 calendar days.
 - c. The Daily rate for additional TA or PL will be determined at the time of purchase based on current Consortium member state pricing.

MISCELLANEOUS

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

STATE AUDIT

All records, regardless of physical form, and the accounting practices and procedures of WCER relevant to this contract are subject to examination by the Michigan 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

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

July 26, 2013

**NOTICE
 OF
 CONTRACT NO. 071B3200121
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Board of Regents of the University of Wisconsin University of Wisconsin-Madison's Wisconsin Center for Education Research WIDA Consortium 1025 W. Johnson Street, MD #23 Madison, WI 53706	Becki Kohl	rtkohl@wisc.edu
	TELEPHONE	CONTRACTOR #, MAIL CODE
	608-890-2550	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DOE	Doug Collier	517-241-4431	collierd1@michigan.gov
BUYER:	DTMB	Kevin Dunn	517-241-4225	dunnk3@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION:			
State-wide English Language Proficiency Assessment			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
2 Years, 9 Months	July 24, 2013	April 2, 2016	2, 1 Year Options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
MISCELLANEOUS INFORMATION:			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: \$6,000,000.00			

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

CONTRACT NO. 071B3200121
 between
THE STATE OF MICHIGAN
 and

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ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
MISCELLANEOUS INFORMATION:			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$6,000,000.00

THIS IS NOT AN ORDER: Orders for delivery will be issued directly by the Department of Education through the issuance of a **purchase order**.

Notice of Contract #: 071B3200121

FOR THE CONTRACTOR:

**William Barker, Director, Office of Industrial
Partnerships**

Name/Title

Signature

University of Wisconsin-Madison

Enter Name of Contractor

Date

FOR THE STATE:

Kevin Dunn, Services Division Director

Name/Title

Signature

**Department of Technology, Management &
Budget**

Enter Name of Agency

Date



Memorandum of Agreement

This memorandum of agreement (MOA) is between the State of Michigan, Department of Technology, Management and Budget-Procurement, on behalf of the Michigan Department of Education, Division of Accountability Services (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). The WCER and the State are together referred to as the "Parties" or individually as "Party."

WCER is the organizational home of the WIDA Consortium (WIDA), a multi-state coalition of state departments of education 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 Proficiency Standards form the base of this system. The WIDA English Language Proficiency Standards include the four recognized domains of speaking, listening, reading, and writing, and are based on the academic language content of preK-12 students.

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

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

The State is charged with implementing an English Language Proficiency Assessment tool to meet Title I and III NCLB requirements, and providing LEAs with an annual assessment tool to its SEAs.

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

The State has selected the ACCESS for ELLs English language test as an evaluation measure available to meet the State's and Michigan's LEAs' Title I and III requirements.



The State wishes to join WIDA in order to acquire the annual administration of ACCESS for ELLs and related evaluation services of WCER and WCER, having the requisite expertise, wishes to provide the State with ACCESS for ELLs administration and related evaluation services.

The Parties therefore agree as follows:

TERM

The term set forth within this MOA is effective on the date in which it is last signed by the State and WCER, and unless terminated earlier in accordance with the terms of this agreement, expires on April 2, 2016. This MOA may be renewed for up to two additional one year periods. Renewal must be by mutual written agreement of the Parties, not less than 120 calendar days before expiration of the MOA.

SCOPE OF WORK

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

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 the State. Because WCER makes these materials available to all WIDA Consortium member states, the State shall not take any actions that would limit or restrict access to the materials by other states or otherwise adversely affect the proprietary nature of the WIDA Works.

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

The WIDA Works includes the following works:

1. ACCESS for ELLs English language proficiency test (“ACCESS for ELLs”);
2. WIDA ACCESS Placement Test English language proficiency placement test (“W-APT”);
3. WIDA English language proficiency standards and Resource Guide (“WIDA ELP Standards”), including future editions;
4. ACCESS for ELLs Training Toolkit and administration manuals (“WIDA Training Toolkit”);
5. WIDA Consortium professional development materials (“WIDA PD Materials”); and
6. ACCESS for ELLs technical documents and research reports.

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

The State's license to use the ACCESS for ELLs is subject to the payment of the required fees set forth in schedule B of this MOA and shall remain in effect as long as the State elects to use the ACCESS for ELLs for State of Michigan educational purposes. The State acknowledges that ACCESS for ELLs is a secure test, as that term is defined in 37 C.F.R. § 202.20(b)(4). The State shall implement statewide policies and procedures to ensure that the security of the test is maintained. The 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 the State in accordance with the Statement and Performance of Work schedule of this MOA. 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.

The State's license to use the W-APT is not subject to any fee and shall remain in effect as long as the State elects to use the ACCESS for ELLs. W-APT is a semi-secure test, meaning it is made available from a password-protected secure website. WCER will make W-APT available electronically in PDF format. The State, LEAs and individual schools may print and duplicate the W-APT for use by LEA or school staff as needed. The W-APT shall not be modified or publically displayed, including electronic storage or retrieval, in any manner without express written permission from WCER.

The State's license to use the WIDA ELP Standards is not subject to any fee and shall remain in effect as long as the State and/or the Michigan State Board of Education elects to use the WIDA ELP Standards as the State's English language development Standards. WCER will make the WIDA ELP Standards available electronically in PDF format from the WIDA Consortium website. WCER will publically display and provide the WIDA ELP 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 Michigan. This license does not include the right for the State or any LEA within the State of Michigan to copy and distribute the WIDA ELP Standards beyond de minimis use (de minimis use is less than 100 copies per event). WCER will publish or license to publish full color bound copies of the WIDA ELP Standards and make available to the State, LEAs and other educators within the State of Michigan at a lower WIDA Consortium member rate. The WIDA ELP Standards shall not be modified or publically displayed for electronic storage and retrieval in any manner without express written permission from WCER. However, linking to the WIDA Consortium website and stating the free availability of the WIDA ELP Standards is encouraged. WCER will grant additional permissions upon request but the State acknowledges that WCER may include additional reasonable restrictions for quality control purposes depending on the nature of the request.

The State's license to use the WIDA Training Toolkit is not subject to any fee and shall remain in effect as long as the State elects to use the ACCESS for ELLs. WCER will make the WIDA Training Toolkit available electronically from the password-protected section of the

WIDA Consortium website. The State may use, including copying and distributing, the WIDA Training Toolkit and its individual components for the State training purposes. The State may modify individual components of the WIDA Training Toolkit for state specific policy and procedural needs and state specific presentations. The State may not modify any technical information related to the test. The State shall not publically distribute or display, including electronic storage or retrieval, any training materials from the WIDA Training Toolkit that contain any secure test items or other secure test materials.

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

The 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 the State elects to use the ACCESS for ELLs. WCER will make the ACCESS for ELLs technical documents and research reports available electronically to the 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. The State will receive an individual electronic copy of all ACCESS for ELLs technical documents and research reports, including those documents and reports containing confidential and proprietary information. The ACCESS for ELLs technical documents and research reports shall not be modified and no documents or reports containing confidential and proprietary information shall be publically displayed, including electronic storage and retrieval in any manner.

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

If WCER uses any third-party materials in the performance of this agreement, it will inform the State of any known copyright limitations, restrictions, or requirements concerning the third-party materials that affect or impact the State. If the State is found to be or alleged to be in violation of, during the term of the agreement, any copyright limitations, restrictions, or requirements that WCER failed to inform the State of, then WCER shall resolve, at no additional cost to the State.

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. The 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.

The State shall assist WCER in implementing any trademark and copyright use guidelines for all uses by the State and Michigan's LEAs.

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 the State's confidential information, the parties agree to enter the *Education Record Release and Data Use Agreement* attached as Schedule C to this MOA.

DISCLAIMER

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

THE WIDA WORKS AND RELATED SERVICES OFFERED UNDER THIS MOA WERE DEVELOPED AS PART OF THE NON-PROFIT RESEARCH AND EDUCATIONAL ACTIVITIES OF THE UNIVERSITY OF WISCONSIN-MADISON, AND ARE PROVIDED TO THE STATE AS PART OF THE UNIVERSITY'S MISSION OF OUTREACH AND SERVICE TO THE EDUCATIONAL COMMUNITY. THE UNIVERSITY HAS NO REASON TO BELIEVE THAT THE WIDA WORKS INFRINGE ON THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, OR ARE UNFIT FOR THE PURPOSES DESCRIBED IN THIS MOA; 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 MOA for any special, consequential, indirect or incidental damages.

TERMINATION

Each Party shall provide notice to the other, in writing, of any actual or perceived breach of any of the terms and conditions of this MOA.

The Parties shall have the right to terminate this MOA without cause at any time during the term by giving 60 calendar days written notice. Upon termination, WCER shall be paid for all services (Schedule A) satisfactorily rendered up to the date of termination. Notwithstanding termination, the provisions on intellectual property, ownership and license; 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.

LIABILITY PROTECTION AND HOLD HARMLESS

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

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

MISCELLANEOUS

This MOA 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 MOA, the Parties agree to discuss their dispute in good faith and make best efforts to achieve a mutually agreed-upon resolution.

The 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 Michigan or the State of Wisconsin.

WCER shall comply with all Federal and state laws. WCER and its subcontractors must not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this may be regarded as a material breach of the contract. 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.

Pursuant to MCL 423.321, the State may void this Agreement if WCER or one of its subcontractors appears on the Unfair Labor Practice register.

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 TERMS

1. Approval of New Subcontractors.

- a. Subcontractors.** The State acknowledges that WCER has existing subcontracts for the provision of WIDA Consortium-wide services, including test development and test printing, distribution, scoring and reporting. WCER shall seek advance approval from the State for the use of any subcontractors for work specific to and solely for the benefit of the State. WCER, shall upon reasonable request, make all subcontract procurements documents available to the State for its review. WCER acknowledges that WCER subcontracts that are contrary the State's procurement requirements may be grounds for the State to terminate this agreement.

2. Relationship of the Parties.

- a. Independent Contractor.** The Parties intend that an independent contractor relationship exist between the State and WCER, and that nothing in this MOA shall be construed as being inconsistent with that status and relationship. All individuals which WCER assigns to perform the Services shall be employees or subcontractors of WCER, and shall never be considered employees or individual agents or contractors of the State for any purpose. No such WCER employees or agents are entitled to any of the rights, compensation or other benefits which the State may provide to its own employees.
- b. Non-Exclusive Services.** The State does not agree to use the WCER exclusively for the performance of the Services or otherwise. It is understood and acknowledged that the State is free to contract for similar services to be performed by other persons or entities so long as such services do not interfere with the performance of the obligations of the Parties under this MOA.

3. Confidential Information.

Each Party agrees to exercise reasonable efforts to maintain the confidentiality of any information disclosed by the other that is marked or designated as "confidential" or that due to the nature of the information and the circumstances of disclosure, a reasonable person would understand the information to be confidential information of the disclosing Party. This section does not apply to information that:

- a.** Subject to disclosure under the federal, Michigan Freedom of Information Act (FOIA), or the Wisconsin's open records law; or
- b.** is available in the public domain or becomes available to the public through no act of the receiving Party; or

- c. is independently known prior to disclosure or is discovered independently by an employee of the receiving Party who had no access to the information supplied by the disclosing Party under this agreement; or
- d. is made available to the receiving Party as a matter of lawful right by a third party; or
- e. is required to be disclosed by applicable law, administrative or judicial process.

Each Party, including the employees, agents, or subcontractors of WCER, must use the same care to prevent unauthorized disclosure of confidential information as the Parties use to prevent disclosure of its own information of a similar nature. Each Party will limit disclosure of the other Party's confidential information to employees, agents, and subcontractors who must have access to fulfill the purpose of this MOA. In the event of a suspected or actual breach, intrusion, or unauthorized access, use or disclosure of confidential information, either Party must (a) notify the other Party as soon as practicable; (b) promptly cure any deficiencies in its internal security controls; (c) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures; and (d) cooperate to mitigate the effects.

4. Non-Assignment.

Neither Party may assign this MOA, nor its rights and duties hereunder, nor any interest herein without prior written consent from the other.

5. Entire Agreement.

This MOA constitutes the entire agreement between the Parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter. All appendices, attachments, schedules and exhibits referenced in this MOA are incorporated in their entirety and form part of this MOA.

6. Non-Waiver.

Failure by either Party at any time to require performance by the other Party or to claim breach of any provision of this MOA shall not be construed as a waiver of any subsequent breach nor affect the validity and operation of this MOA, nor prejudice either Party with regard to any subsequent action to enforce the terms of this MOA.

7. Notices.

Each person identified below is the primary contact for all communications in the performance of this MOA. All notices and other communications required or permitted under this MOA must be in writing and shall be considered given when delivered. Acceptable delivery methods include: hand delivery, email, fax with receipt of transmission, or by mail return receipt requested, addressed as follows (or any other address that is specified in writing by either Party):

If to the State:
Douglas Collier
608 West Allegan Street
Lansing, Michigan 48909
517 241-4431
collierd1@michigan.gov

If to WCER:
Becki Kohl, WIDA Consortium
1025 West Johnson St, MD#23, Madison, WI 53706
608-890-2550
rtkohl@wisc.edu

8. Amendments.

The Agreement may not be modified or amended in any way except by an instrument in writing executed by authorized representatives of the University and the State. The authorized representative to negotiate modifications and amendments for the State is:

If to the State:
Kevin Dunn
2nd Floor, Mason Building
PO Box 30026
Lansing, MI 48909
517-241-4225
dunnk3@michigan.gov

If to WCER:
Becki Kohl, WIDA Consortium
1025 West Johnson St, MD#23, Madison, WI 53706
608-890-2550
rtkohl@wisc.edu

9. Audits.

a. All records, regardless of physical form, and the accounting practices and procedures of WIDA and WCER relevant to this MOA are subject to examination by DTMB or its designee. DTMB or its designee may audit the relevant records of WCER to verify compliance with the MOA. The financial and accounting records associated with the Agreement shall be made available to DTMB or its designee and the auditor general, upon request, during the term of the MOU and any extension of the MOA and for 3 years after the later of the expiration date or final payment under the MOA.

b. In addition to the rights conferred upon the State in paragraph 9.a. and in accordance with MCL 18.1470, DTMB or its designee may audit WCER to verify compliance with the MOA. The financial and accounting records associated with the MOA shall be made available to DTMB or its designee and the auditor general, upon request, during the term of the MOA and

any extension of the MOA and for 3 years after the later of the expiration date or final payment under the MOA.

10. Severability.

If any provisions of this MOA should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this MOA shall not in any way be affected, impaired or prejudiced thereby.

11. Force Majeure.

Neither Party hereto shall be liable to the other for any loss of business or any other damages caused by an interruption of this MOA where such interruption is due to war, rebellion or insurrection; an act of God; fire; government statute, order or regulation prohibiting the performance of this MOA; riots; strikes, labor stoppages, lockouts or labor disputes to the extent such occurrences are not caused by the actions of the Party seeking relief under this Section; or other causes beyond the reasonable and respective control of WCER or the State.

12. Headings and Titles.

Any Article or Section headings in this MOA are for convenience of the Parties only and in no way alter, modify, amend, limit or restrict contractual obligations of the Parties.

13. Counterparts.

This MOA may be executed in one or more counterparts each of which shall be deemed to be an original, but all of which constitute one and the same MOA.

a. **No Third Party Beneficiary.** Nothing in this MOA shall be intended to confer third party beneficiary status or rights, pursuant to MCL 600.1405 or under the common law, to any person or entity that is not a Party to this MOA.

b. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to this MOA or the project to which it relates that specifically single out the State of Michigan will not be made without prior approval by the State., and only in accordance with the instructions from the State. Neither Party may use the name or identifying marks of the other Party, or that Party's employees, agents, or contractors, for publicity or advertising purposes without the advance permission of the other Party.

Signer's Representation. This MOA has been duly authorized, executed, and delivered by the Parties and constitutes a legal, valid and binding obligation upon each of them, enforceable in accordance with its terms. Each person placing his or her signature below represents and warrants that he or she is the signatory duly authorized to execute this MOA on behalf of the State or the WCER, respectively.

Schedule A

STATEMENT AND PERFORMANCE OF WORK

WCER and the State will each year, develop an assessment schedule that will outline the high level project milestones and dates for the shipping, scoring and reporting deliverables. The schedule dates will be finalized no later than 4 months prior to the State identified assessment cycle.

The assessment schedule will include the identification of the testing year window, pre-coding, test ordering, test delivery, and test window dates, etc., The anticipated testing window for spring 2014 is a 7-week window.

The State will be responsible for informing Michigan's LEAs of the annual testing year window dates and the LEAs' corresponding task responsibilities, e.g. online ordering and corrections submissions. The State must take steps to encourage accurate ordering by Michigan's LEAs in order to prevent over-ordering of test booklets.

WCER will 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 administer and score ACCESS for ELLs for the 2013/14 testing year and the future years covered under this MOA.
 - i. WCER shall coordinate, secure and oversee and use its best efforts to provide error free printing, distribution, scoring and reporting of the ACCESS for ELLs test and other WIDA Consortium assessments. In its distribution, WCER may include up to an additional 10% of test booklets to LEAs in order to accommodate fluctuations in ELL populations in larger districts. Ordering and distribution algorithms, not to exceed overages of 10%, will be mutually agreed upon between the State and WCER.
 - ii. WCER shall correct and provide replacement materials for any errors in the test booklets that materially affect the reliability or validity of the test at no cost to the State and Michigan'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 the State and Michigan's LEAs.
 - iii. LEAs shall return tests for scoring and reporting. Each district participating in testing will receive, within eight weeks after the receipt of all test material, the following paper reports:
 - District Frequency Distribution Report;
 - School Frequency Distribution Report;
 - Student Roster Report;
 - Teacher Report for each student 1-12;
 - Kindergarten Teacher Report for each K student;
 - Parent/Guardian Report for each student;

- Parent/Guardian & Teacher Report for Alternate ACCESS grades 1-12

District data files will be posted to the WCER, or its subcontractor, web site. Districts may download the electronic data file, or receive the data on CD.

WCER, or its approved subcontractor, will provide the State a data file containing demographic and scored data for each student tested.

Answer documents will be stored for one year.

- b. WCER shall provide technical assistance and professional development to and in consultation with the State.

- i. Technical assistance

1. Technical assistance (TA) shall consist of providing the State with analysis and consultation concerning Michigan's ACCESS for ELLs test score data in relation to the State's and Michigan's LEAs' Title I and III requirements and any future Title I or Title III requirements or NCLB requirements.
2. Eight hours of off-site TA, per testing year, are included in the price of the ACCESS for ELLs assessment. The State may obtain additional TA as needed at the daily rate specified in the Payment Schedule section in Schedule B. The State shall submit a purchase order to WCER to obtain additional TA.

- ii. Professional development

1. The parties shall cooperatively develop a plan for offering professional development (PD) activities related to the administration of the ACCESS for ELLs assessment and use and classroom implementation of the WIDA ELP Standards by Michigan educators. The activities shall be geared toward helping the State and Michigan's LEAs' meet their Title I and III requirements.
2. Ten (10) hours of on-site days PD, per testing year, are included in the price of the ACCESS for ELLs assessment, plus two half-days of Web-based training in the first year of membership. The total number of PD participants and the location of the on-site training will be determined by the State.
 - i. WCER will send electronic copies of all course/training materials for included PD days to the State at least 7-days in advance of the training. The electronic materials will include printing and room set-up instructions. The State shall be responsible for any participant registration and making and distributing all necessary hard copies of course/training materials.
 - ii. The State is responsible for local expenses (e.g., rental of meeting space, participants per diems, substitute teachers, etc.). The State is not responsible for any expense incurred by WCER, or its employees for the

on-site professional development activities, including but not limited to, travel expenses and meal reimbursement.

- iii. The State may obtain additional PD as needed at the daily rate specified in the Payment Schedule section in Schedule B. The State shall submit a purchase order to WCER to obtain additional PD.
 - iv. The State agrees to reimburse WCER for actual expenses incurred due to the State's cancellation of jointly scheduled professional development.
- c. WCER shall provide the WIDA – ACCESS Placement Test (W-APT) for determining appropriate initial placement of English language learners for the length of the contract. WCER will make the W-APT available as a paper and pencil assessment for five grade spans (kindergarten, 1—2, 3—5, 6—8, 9—12). The W-APT shall be implemented as an assessment that is locally administered and scored by a local test administrator. WCER shall provide the W-APT in a PDF format on WIDA's secure website to be downloaded, printed, and duplicated for use by district or school staff as needed. WCER will also provide systems and schools the option of purchasing a reproducible master copy of the W-APT. It is understood that the no-cost online materials for the placement test include administration and interpretation guidance.

Schedule B

INVOICE AND PAYMENT

PAYMENT SCHEDULE

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

- d. The State will pay WCER to administer and score ACCESS for ELLs. Michigan’s estimated test population, as follows:

Testing Year	Base Price – Per Test Scored	Est. Tested Population	Total Est. Cost
2013/14	Not to Exceed \$23	80,000	\$1,840,000
2014/15	Not to Exceed \$25	82,000	\$2,050,000
2015/16	Not to Exceed \$25	83,000	\$2,075,000

- e. WCER will invoice the State for the printing and distribution costs of unused tests ordered, printed and distributed in excess of 115% of the number of actual students tested.

- f. The daily rate for additional TA or PD is not-to-exceed:

2013/14 testing year - \$4,000 for the first day and \$2,500 for all subsequent days.

2014/15 testing year - \$5,000 for the first day and \$3,500 for all subsequent days.

2015/16 testing year - \$6,000 for the first day and \$3,500 for all subsequent days.

INVOICE PROCEDURE

- a. WCER will submit to the State, twice a year, an invoice setting forth all applicable charges for the billing interval, itemized for deliverables provided and services performed.
- b. For the administration and scoring of ACCESS for ELLs, WCER shall invoice the State for 50% of the cost of the estimated total testing population in November of each testing year, and shall invoice the State for the balance of the cost, based on the actual number of students tested, upon completion and delivery of the annual testing reports.
- c. For additional TA and PD training, WCER shall invoice the State within 45 days from the last day of the training period.
- d. Any overpayment will be, at the sole discretion of the State, refunded to the State, or credited to the State account with WCER for use in the subsequent year(s).
- e. The State will remit payment on undisputed invoices within 45 days from receipt.
- f. If the State disputes the accuracy of any invoice delivered by the WCER, the State shall, within 30 business days of receipt, deliver a written notice and explanation of such dispute to the WCER. The WCER shall meet with the State to review the invoice and account within 20 business days.

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.

TAXPAYER ID

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

Schedule C

Education Record Release and Data Use Agreement

This educational record release and data use agreement is between the **State of Michigan, DTMB-Procurement, on behalf of the Division of Accountability Services (State)** Michigan Department of Education (“MDE”) 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 Education and Early Development Act (The No Child Left Behind Act of 2001 or “NCLB”) establish Federally-supported education programs and activities related to English language instruction, acquisition and achievement; require local educational agencies and institutions to evaluate and report the biennial progress made by limited English proficient children; and require State education agencies (“SEAs”) to develop annual measurable achievement objectives for limited English proficient children that relate to these children’s development and attainment of English proficiency while meeting challenging State academic content and student academic achievement standards.

The Family Education Rights and Privacy Act (“FERPA”) allows educational agencies and institutions to disclose personally identifiable information (“Confidential Data”) from the education records of students, without consent of students or parents, to authorized representatives of SEAs in order to evaluate and comply with these federal programs and legal requirements. 20 U.S.C. § 1232g(b)(1)(C) and (b)(3) and 34 C.F.R. § 99.31(a)(3) and § 99.35.

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

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

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

The Parties therefore agree as follows:

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

The parties acknowledge that the State is releasing Confidential Data to WCER for the purposes outlined in Section 3(H) below, and that the release of the State’s Confidential Data to WCER is necessary for the completion of Evaluation Services. The personally identifiable information to be disclosed is attached to this agreement as Exhibit A. WCER shall notify the State and the 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 personally identifiable information from education records 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.

2. Designation of Authority.

The State hereby designates WCER and its subcontractors as authorized representatives of the 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 Confidential Data with anyone, except those employees of WCER's WIDA Consortium and WIDA Consortium's subcontractors, including MetriTech, Inc. ("Authorized Users") that are directly involved and have a legitimate interest in providing Evaluation Services according to the terms of the MOA.
- B. WCER shall require all Authorized Users to comply with FERPA and other applicable state and federal student privacy law. WCER shall require and maintain confidentiality agreements with each Authorized User of Confidential 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 Confidential Data in a manner that does not permit personal identification of students and their parents by anyone except those bound by this agreement and the State. WCER shall store all Confidential Data on secure data servers using current industry best practices. WCER shall notify the State as soon as practicable if it learns of any security breach to the server containing the Confidential Data or of any disclosure of Confidential Data to anyone other than WCER Authorized Users or the State officials authorized to receive Confidential Data. WCER shall cooperate and take all reasonable means prescribed by the State to secure any breaches as soon as practicable.
- D. WCER shall not redisclose State Confidential 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 Confidential Data solely to Authorized Users and ensure that the Confidential Data is accessed only for the purposes described in this MOA. A copy of WCER's Standard Security Policies and Procedures is attached to this agreement as Exhibit C.

- F. WCER shall destroy all Confidential Data within 45 days after it is no longer needed to perform the Evaluation Services described in this agreement, upon the 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 the 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 the Confidential Data only for the purpose to help the 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 MOA, 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 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 the State before accessing Confidential Data for activities beyond the scope specified in Section H, above, but consistent with the State's federal and state requirements. Any Confidential Data collected by WCER under activities approved by the 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 Confidential Data where required by law and/or University policy.
- K. If WCER becomes legally compelled to disclose any Confidential Data (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise), then WCER shall use all reasonable efforts to provide the State with prior notice before disclosure so that the 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 Confidential 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 Confidential Data that it is legally required to disclose.

4. Permission to Use data.

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

5. Transfer Protocol.

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

6. Remedies.

WCER acknowledges that the breach of this Agreement on its part may result in irreparable and continuing damage to the State for which money damages may not provide adequate relief. In the event of a breach or threatened breach of this Agreement by WCER, the 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.

7. Binding Effect and Assignability.

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

8. 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.

9. 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.

10. Term.

The term of this Agreement shall be the same as the term of the MOA.

11. Data Custodians.

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

For WCER – WIDA Consortium

For MetriTech, Inc.

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

Susan Feldman
Vice President of Operations
4106 Fieldstone Road
Champaign, IL 61822
Phone: 217-398-4868
Email: sfeldman@metritech.com

This educational record release and data use agreement will become effective once the State and WCER both sign it. The date of this agreement shall be the date on which it is signed by the last party to sign it.

For Michigan Department of Education

_____	_____
Name	Date
Title	
Michigan Department of Education	

For WCER

_____	_____
William Barker	Date
Director, Office of Industrial Partnerships	
University of Wisconsin-Madison	

Schedule D

~~WIDA Consortium Board~~

The State is a WIDA Consortium Member as an added benefit of approving (and purchasing) the WIDA Consortium ACCESS for ELLs English language proficiency test as an evaluation measure for meeting annual state and local Title I and III requirements. The State shall have one

seat on the WIDA Consortium Board and is expected to participate in WIDA Consortium Board activities.

1. Definitions.

- a. SEA – “SEA” means state educational agency and includes each state’s education Superintendent.
- b. LEA – “LEA” means local educational agency and includes any educational agency within a WIDA Consortium Member state subject to the requirements of Titles I and III of NCLB.
- c. WCER – “WCER” means Wisconsin Center for Education Research at the University of Wisconsin-Madison.
- d. WIDA Consortium – “WIDA Consortium” means the operational unit of the Wisconsin Center for Education Research at the University of Wisconsin-Madison, which offers educational services related to English language learners and academic English language proficiency for pre-kindergarten through grade 12.
- e. WIDA Consortium Member – “WIDA Consortium Member” means any state educational agency that approves and/or purchases the Core Package of WIDA Consortium educational services to satisfy the state and local educational agencies requirements of Title I and Title III of the Elementary and Secondary Education Act, as amended by the No Child Left Behind Act of 2001 (NCLB), which pertain to: the academic assessment of limited English proficient students; the academic assessment of English language proficiency; the development and meeting of annual measurable achievement objectives for limited English proficient students and the building and enhancement of capacity to offer programs that assist limited English proficient students in obtaining academic English language proficiency.
- f. WIDA Consortium Board Member – “WIDA Consortium Board Member” means any person appointed to the WIDA Consortium Board according to the Board Member Appointment subsection below, *see* sec. 3a.
- g. Core Package - “Core Package” means the educational services offered by WCER under the name WIDA Consortium to WIDA Consortium Members, namely: technical assistance and professional development associated with implementing the *WIDA English Language Proficiency Standards for English Language Learners in Pre-Kindergarten through Grade 12*; the printing, distributing, scoring and reporting of the ACCESS for ELLs English language test; the WIDA ACCESS Placement Test (W-APT), and technical assistance and professional development associated with administering and interpreting the ACCESS for ELLs English language test and test results. WIDA Consortium Members all receive the same Core Package of educational services. Individual member States may contract with WCER to obtain enhancements to the Core Package for additional charges.

2. Purpose.

- a. Advisory - The WIDA Consortium Board serves as an advisory board to the WIDA Consortium operational leadership. The WIDA Consortium leadership solicits input on and the WIDA Consortium Board offers guidance and support on

the annual offering of the Core Package of WIDA Consortium educational services.

- b. Collaborative - The WIDA Consortium Board provides an organized opportunity for SEAs to associate and address common issues relating to English language learners, the academic English language proficiency of pre-kindergarten through grade 12 students and other issues related to SEA and LEA requirements of Titles I and III of NCLB.
3. Structure.
 - a. Board Member Appointment
 - i. WIDA Consortium Member – Each WIDA Consortium Member should appoint one SEA representative to the WIDA Consortium Board.
 - ii. Additional Appointments
 1. Wisconsin and Illinois – The SEAs of Wisconsin (WDPI) and Illinois (ISBE) are each entitled to appoint one additional representative to the WIDA Consortium Board. The additional appointee may be either a state or local educational agency employee.
 2. Rotating LEA Appointments – The WIDA Consortium Board will consist of two LEA representatives. Each WIDA Consortium Member other than WDPI and ISBE is entitled, based on its respective WIDA Consortium membership seniority, *see* sec. 6 below, to appoint one LEA representative for a term of two years.
 - b. Term of WIDA Consortium Board Members – Other than the Rotating LEA Appointments, who serve two year terms, each WIDA Consortium Board Member will serve until replaced by their respective SEA or until their SEA is no longer a WIDA Consortium Member.
 - c. Removal of WIDA Consortium Board Members - WIDA Consortium Board Members may only be removed by their respective SEA. An SEA will appoint a successor member to the WIDA Consortium Board if that SEA removes its appointed member.
 - d. Compensation – Members of the WIDA Consortium Board do not receive compensation.
 4. Operations.
 - a. General - WCER, through the WIDA Consortium will facilitate the activities of the WIDA Consortium Board. WCER will provide the necessary personnel to serve as a liaison between the WIDA Consortium Board Members and the WIDA Consortium.
 - b. Meetings – the WIDA Consortium will hold the following WIDA Consortium Board meetings:
 - i. Annual Meeting - WCER will conduct an annual gathering of the WIDA Consortium Board. The gathering will be held in late spring.
 - ii. Committee Meetings - WCER will conduct committee meetings of the WIDA Consortium Board as provide below in the Committees subsection below, *see* sec 5.c.
 - iii. Special Meetings – WCER will conduct special meetings concerning the ongoing development and review of the annual offering of the Core

Package of WIDA Consortium educational services as necessary. WCER may hold special meetings either in person or via teleconference. Attendance at special meetings may be held to a limited number of WIDA Consortium Board Members

- c. Communications
 - i. General - WCER will provide the necessary infrastructure to facilitate the WIDA Consortium Board activities.
 - ii. Meeting Summaries – WCER will maintain meeting notes and provide meeting summaries to the WIDA Consortium Board Members after any WIDA Consortium Board meeting.
 - d. Costs
 - i. General – WCER will pay the costs associated with operating the WIDA Consortium Board.
 - ii. Travel Expenses – WCER will pay for/reimburse WIDA Consortium Board Members’ travel expenses incurred in connection with attending a WIDA Consortium meeting. If any SEA wants to bring additional people to a WIDA Consortium meeting, that SEA will be responsible for these peoples’ travel expenses. In the first year an SEA becomes a WIDA Consortium Member WCER will pay for/reimburse the travel costs of one additional person from that state to attend the WIDA Consortium Board annual meeting. All travel expense reimbursements will be made in accordance with State of Wisconsin guidelines.
 - e. Fiscal Impact – The activities of the WIDA Consortium Board will have no direct fiscal impact on individual WIDA Consortium Members without an additional written agreement between the individual WIDA Consortium Members and WCER. If WIDA Consortium Board Members recommend and the WIDA Consortium adopts any changes to the Core Package of WIDA Consortium educational services that affect the price of the Core Package, then no price change will take effect until the individual WIDA Consortium Members execute written agreements with WCER that reflect these changes.
5. Activities.
- a. General – The activities of the WIDA Consortium Board include the following:
 - i. Attendance at the annual WIDA Consortium Board meeting;
 - ii. Participation on WIDA Consortium Board committees as determined by this section; and
 - iii. Participation at special meetings conducted by the WIDA Consortium
 - b. WIDA Consortium Board Meetings - WCER, through the WIDA Consortium will coordinate the meetings of the WIDA Consortium Board.
 - i. Meeting Agendum – the WIDA Consortium will set the agenda for any WIDA Consortium Board meetings.
 - ii. Meeting Activities
 - 1. Presentations – the WIDA Consortium will present updates on WIDA Consortium activities related to the implementation, research and development of the WIDA Consortium Core Package.
 - 2. Discussion and Review Groups - the WIDA Consortium will facilitate discussion groups on targeted topics related to the

implementation, research and development of the WIDA Consortium Core Package. The discussion groups are an opportunity for WIDA Consortium Board Members to provide input to the WIDA Consortium and to interact and exchange ideas with other SEAs.

3. Policy Orientation and Priority Setting – the WIDA Consortium may poll the WIDA Consortium Board in order to ascertain the position of WIDA Consortium Board members on issues related to the policy orientation and priorities of the implementation, research and development of the Core Package. Each WIDA Consortium Board Member present will receive one vote. The votes will be recorded by the WIDA Consortium.

c. Committees

- i. Executive Committee – The Executive committee is a standing committee:

1. Purpose – The purpose of the Executive Committee is
 - a. To provide input to WIDA Consortium on setting WIDA Consortium Board meeting agenda, and
 - b. To vet policy and priority issues related to the implementation, research and development of the WIDA Consortium Core Package in greater detail than the full WIDA Consortium Board.
2. Makeup – The Executive Committee will consist of one WDPI and one ISBE SEA representative, one SEA representative from each of the five WIDA Consortium Member regions and one LEA representative. The LEA representative will be appointed by the full WIDA Consortium Board. The criteria for selecting the LEA representative include: employment in a large size school district/division; and familiarity with the WIDA Consortium.
3. WIDA Consortium Member Regions – The WIDA Consortium Member regions are as followed:
 - a. Region A – Vermont, Wyoming, South Dakota, Maine, New Hampshire, and Montana.
 - b. Region B – North Dakota, District of Columbia, Mississippi, Delaware, Rhode Island, and Kentucky.
 - c. Region C – Missouri, Alaska, Hawaii, Northern Mariana Islands and Alabama.
 - d. Region D – Oklahoma, Pennsylvania, New Jersey, New Mexico, Massachusetts and Maryland.
 - e. Region E – Minnesota, Georgia, Virginia, Colorado, Nevada, Michigan and North Carolina
4. Meetings – the Executive Committee will meet every year in late Fall at a place to be determined by the committee. The WIDA Consortium may request that the committee meet for a half day meeting the day before the annual WIDA Consortium Board meeting in late spring.

- ii. Ad Hoc Committees – the WIDA Consortium and the WIDA Consortium Board may form ad hoc committees to address specific issues as necessary.

6. WIDA Consortium Membership Seniority

- a. The following table is used to determine when a SEA can appoint and LEA Board member

Member Order	State	Appointment Years
1	Delaware ¹	04/05 and 05/06
2	District of Columbia	04/05 and 05/06
3	Rhode Island	06/07 and 07/08
4	Alabama ²	06/07 and 07/08
5	Vermont ²	08/09 and 09/10
6	New Jersey ²	08/09 and 09/10
7	Maine ²	10/11 and 11/12
8	Georgia ²	10/11 and 11/12
9	New Hampshire ²	12/13 and 13/14
10	Oklahoma	12/13 and 13/14
11	Kentucky	14/15 and 15/16
12	North Dakota	14/15 and 15/16
13	Pennsylvania	16/17 and 17/18
14	Virginia	16/17 and 17/18
15	South Dakota	18/19 and 19/20
16	North Carolina	18/19 and 19/20
17	Mississippi	20/21 and 21/22
18	Hawaii	20/21 and 21/22
19	New Mexico	22/23 and 23/24
20	Wyoming	22/23 and 23/24
21	Missouri	24/25 and 25/26
22	Minnesota	24/25 and 25/26
23	Alaska	26/27 and 27/28
24	Montana	26/27 and 27/28
25	Maryland	28/29 and 29/30
26	Massachusetts	28/29 and 29/30
27	Northern Mariana Islands	30/31 and 31/32
27	Colorado	30/31 and 31/32
29	Nevada	32/33 and 33/34
30	Michigan	32/33 and 33/34
31	New State	34/35 and 35/36
32	New State	34/35 and 35/36

¹ Wisconsin is the senior member state, but does not appoint a rotating LEA member.

² Vermont, Maine, New Hampshire and Illinois follow Rhode Island in member seniority. Vermont, Maine and New Hampshire have agreed to stagger their Rotating LEA appointments in order to avoid regional concentration of LEA representation on the Board. Illinois does not appoint a rotating LEA member.



ACCESS for ELLs® - Data File Description - 2012
THE FORMAT HAS CHANGED FOR 2012

4/11/2012

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

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

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

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

Changes to the WIDA Data File Structure for 2012:

Additional Field:

- Field added:
146: Pre-ID Label Used

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World-Class Instructional Design and Assessment
 Wisconsin Center for Education Research (WCER)
 University of Wisconsin-Madison
 1025 West Johnson Street, MD #23
 Madison, WI 53706

Exhibit B

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

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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



Exhibit C: 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.



c) *Security Practices for Sensitive Data*

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

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

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

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

e) *Transportation of Data.*

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

f) *Backups of Data*

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



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

g) Ensure the Physical Security of IT Resources

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

h) Perform Periodic Vulnerability Scanning

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

i) Firewall Policy

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



Department of Technology, Management and Budget

Kevin Dunn
Services Division Director

Date

WCER

William Barker
Director, Office of Industrial Partnerships
University of Wisconsin-Madison

Date