

Schedule A

STATEMENT AND PERFORMANCE OF WORK

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

- a. WCER shall develop, administer and score the ACCESS for ELLs assessment for 2018–19 and future testing years covered by this MOU in accordance with the following:
 - i. The assessment will be administered online unless the following exceptions apply: a student requires a printed version of the assessment as an accommodation or a district/school does not have the required IT infrastructure to administer the online version.
 - ii. WCER shall coordinate/oversee the PDSR Contractor. The PDSR Contractor may include an additional 15% of printed test booklets in its distribution to LEAs in order to accommodate fluctuations in ELL populations in larger districts. In addition to the per student charge for the ACCESS for ELLs administration, STATE shall be responsible for actual printing and distribution costs of unused tests printed and distributed in excess of 120% of the number of actual students tested.
 - iii. WCER, through the PDSR Contractor, will use best efforts to provide error free printing, distribution, scoring and reporting of the ACCESS for ELLs assessment. WCER shall correct and provide replacement materials for any errors in printed test booklets that materially affect the reliability or validity of the test at no cost to STATE and XstateX's LEAs. WCER shall issue an errata sheet for all errors that do not materially affect the reliability or validity of the test at no cost to STATE and XstateX's LEAs.
 - iv. STATE shall determine each year, through consultation with the PDSR Contractor, the testing year window dates, e.g. pre-coding, test ordering, test delivery, test window, etc. STATE shall be responsible for informing XstateX's LEAs of the annual testing year window dates and the LEAs' corresponding task responsibilities, e.g. online ordering and corrections submissions. STATE shall take steps to encourage accurate ordering by XstateX's LEAs in order to prevent over-ordering of test booklets.
 - v. WCER shall provide a State Profile that establishes communication protocols, describes state policies, test delivery specifics, and any additional cost options per MOU. This State Profile will be shared with the WCER and DRC Help Desks to ensure state-specific protocols are followed. The State Profile will be updated in collaboration with STATE.
 - vi. Printing, distribution, scoring, and reporting policies and procedures include the following:

1. DRC will provide a secure, web-based ordering system and administrative portal supported by toll-free customer service representatives (September through May, 6:00 am–8:00 pm CT and June through August, 6:00 am–6:00 pm CT). LEAs may contact a customer service representative via email at WIDA@datarecognitioncorp.com. DRC will provide the minimum web browser requirements for the administrative portal on the login page of the administrative portal.
2. LEAs will send student identification and demographic data via file upload through the administrative portal. DRC will populate student testing records for students testing online, and produce Pre-ID labels for all students taking paper-based tests. Pre-ID labels will be packaged with the testing materials for each LEA.
3. Any submission of information for Pre-ID labels past the valid submission window will result in a late submission fee.
4. DRC will consult with STATE and share a preview of STATE specific ordering items in advance of LEA ordering to determine the appropriate file formats, ordering instructions and other related information.
5. DRC will provide test materials in large-print format upon request. LEAs shall contact DRC as early as possible in the test ordering window to ensure on-time delivery of large-print materials.
6. DRC will provide test materials in braille format upon request, for a fee. LEAs shall contact DRC as early as possible in the test ordering window to ensure on-time delivery of braille materials.
7. If a student requires additional accommodations, the LEA shall consult with their state to determine the appropriate assessment options, if any.
8. Through the administrative portal, DRC will provide software downloads for the DRC INSIGHT secure browser, which will be used as the secure test administration platform for all students testing online.
9. DRC will ship initial test materials to each LEA as designated. Individual school designations must be approved by WIDA and SEA and may incur an additional charge.
10. DRC will use United Parcel Service (UPS) for distribution to LEAs. Materials will be shipped to arrive two (2) weeks prior to the opening of the assessment window in the state. Special arrangements can be made to provide material earlier to specific sites, if approved by the WCER. Delivery of materials will be scheduled during regular school hours, 9:00 am to 3:00 pm in the appropriate time zone. DRC will send email notifications to test coordinators when materials are shipped. All sites receiving a large volume of material will receive notification at least 24 hours before the materials are delivered. All shipments will be designated as “inside delivery required” and “secure testing materials enclosed.” Signatures of receipt will provide proof of delivery and allow DRC and districts and schools to track all shipments. DRC will provide all district- and school-specific return shipping labels and forms and will be

responsible for all costs associated with the return of materials. DRC may include an additional 15% of test booklets in its distribution to LEAs in order to accommodate fluctuations in ELL populations in larger districts.

11. Districts will coordinate one (1) additional materials order for the testing year (if applicable) and DRC will ship the order directly to the District within 3 days of order receipt. If overnight or two-day expedited shipping is needed by the District, then shipping charges may apply. Additional materials orders beyond the one (1) allowed may require approval from the SEA.
 12. DRC will scan student booklets to capture each student's test data. Booklets that cannot be scanned due to damage or extenuating circumstances will be reported to STATE.
 13. DRC will connect each student's data with a unique identification number.
 14. Test scoring personnel will be overseen by the ACCESS for ELLs Scoring Director, housed at DRC. All test materials will be identified and scored using the unique identification number assigned during test data capture. Twenty percent of all items will be blind double-scored and the Scoring Director will monitor scorers daily to ensure inter-rater reliability of 70% or higher.
 15. DRC shall provide electronic reports and data files to STATE and XstateX's LEAs via the administrative portal, and printed score reports, as described below. Custom and specialized reports are available from DRC for additional charges.
 - a. STATE will receive:
 - initial and final draft data in electronic format, including all demographic and student response data collected, raw, scale scores and proficiency levels are included in the file
 - State Frequency Report
 - b. STATE's LEAs will receive 1 copy of the following reports:
 - District Frequency Report
 - School Frequency Report
 - Student Roster Report
 - Individual Student Report
- vii. LEAs shall return tests to DRC for scoring and reporting. Reports will be available at the mutually agreed upon date.
- viii. General Data Corrections/Booklet Searches after the Data Validation window has closed and/or Scoring Appeals will be provided by DRC upon request.
1. A combined total of xxx (XX) General Data Corrections/Booklet Searches (after Data Validation window has closed) and/or Scoring Appeals are included in the price of the ACCESS for ELLs assessment.

2. General Data Corrections/Booklet Searches (after Data Validation window has closed) and/or Scoring Appeals beyond the number included in the price of the assessment are available from DRC for additional charges.
 3. Scoring Appeal - If it is found that the score was incorrectly calculated, there will be no charge for the Scoring Appeal
- b. WCER shall provide technical assistance to and in consultation with STATE.
- i. Technical assistance (TA) shall consist of providing STATE with analysis and consultation concerning XstateX's ACCESS for ELLs test score data in relation to STATE's and XstateX's LEAs' requirements.
 - ii. Up to eight hours of TA per testing year are included in the price of the ACCESS for ELLs assessment. The included hours of TA do not include any on-site visits. STATE may obtain additional TA as needed at the daily rate in place at the time of ordering. STATE shall submit a purchase order to WCER to obtain additional TA. TA hours expire on June 30th of each testing year and cannot be rolled over from year to year.
 - iii. WCER shall produce a technical report on the ACCESS for ELLs assessments that, at a minimum, fulfills federal requirements regarding the technical quality of English language proficiency assessments. The non-confidential technical report shall be made available for download on WCER's website.
 - iv. WCER may create and provide STATE with access to a comprehensive, longitudinally-based, online dashboard application comprising of aggregate ACCESS for ELLs assessment information and data from other national databases in support of STATE's educational programs. The dashboard will only contain aggregate and/or de-identified data in accordance with Schedule C—Education Record Release and Data Use Agreement.
- c. WCER shall provide test administration training and professional learning services to STATE and STATE's LEAs in consultation with STATE.
- i. Test administration training
 1. WCER shall provide separate training modules for online and paper-based ACCESS for ELLs administration.
 - a. Both training modules will be delivered online from the password-protected area of the WIDA website. User accounts shall be set up according to STATE in consultation with WCER. User accounts will include training certification and test administrator security agreements.
 - b. Paper-based administration. Everyone who administers the paper-based ACCESS for ELLs test needs to take training and receive their training certification. Training certification for paper-based administration will require completion of all applicable training units and passing all applicable quizzes. Certification through the paper-based administration training program shall produce an electronic record of those who have passed the online quizzes and it shall provide a certificate to the test administrator completing the course.

- c. Online administration. Everyone who administers the online ACCESS for ELLs test needs to take training and receive their training certification. Training certification for online administration will require completion of all applicable training units. Certification through the online administration training program will consist of a certification checklist and shall produce an electronic record of those who completed the training and it shall provide a certificate to the test administrator completing the course.
 - d. Webinars for State Education Agencies. WCER shall provide a series of multi-state webinars for State Education Agency support. These webinars will be conducted live and recorded. Webinars will be archived on the SEA secure portal on wida.us.
 - e. Webinars for Local Education Agencies. WCER shall provide a series of multi-state webinars for Local Education Agency support. These webinars will be conducted live and recorded. Webinars will be archived on a secure page on wida.us.
 - f. WCER will provide STATE with a Checklist detailing ACCESS for ELLs administration procedures. WCER will collaborate with STATE to ensure that procedures are state-specific.
2. WCER shall provide technical support to STATE and STATE's LEAs test administrators through the Client Services Center (CSC). The CSC shall be available to assist with registering for the online training programs and troubleshooting technical difficulties related to WIDA online resources as well as answering any ACCESS for ELLs and WIDA Screener related question. Technical questions concerning the test ordering platform or testing platform will be referred to the DRC Help Desk. The CSC representatives shall be available in April-October, Monday-Thursday, 8:00 am-5:00 pm Friday, 8:00 am-4:30 pm, and in November-March, Monday-Thursday, 7:00 am-7:00 pm Friday, 7:00 am-5:00 pm and shall be available via email (help@wida.us), through the WIDA website (www.wida.us), or by toll free telephone (1-866-276-7735).
- ii. Professional Learning
- 1. The parties shall cooperatively develop a plan for offering professional learning (PL) activities related to the administration of the ACCESS for ELLs assessment and use and classroom implementation of the WIDA ELD Standards by XstateX educators. The activities shall be geared toward helping STATE and LEAs' meet their Title I and III requirements.
 - 2. XXX (XX) PL Units for testing year 2018-19 are included in the price of the ACCESS for ELLs assessment. PL Units expire on June 30th of each testing year and cannot be rolled over from year to year. The number of PL units included in the price is subject to change based on the number of students tested in the previous testing year:

Students Tested	PL Units
25,000-44,999	14 Units
45,000-64,999	18 Units
65,000-84,999	22 Units

3. WCER will send electronic copies of all course materials for workshops to STATE in advance of the training. The electronic materials will include printing instructions and room set-up instructions. STATE shall be responsible for any participant registration and making and distributing all necessary hard copies of course materials, or providing online access for participants to print materials.
4. STATE is responsible for local expenses (e.g., rental of meeting space, participant's per diems, and substitute teachers).
5. STATE shall submit a purchase order to WCER to obtain additional professional learning services.
6. If STATE cancels a jointly scheduled professional learning offering for which WCER has incurred non-cancelable costs, then STATE may either reimburse WCER for the incurred costs and reschedule the professional learning offering or it may elect to relinquish the professional learning units altogether at no additional cost to STATE. The non-cancelable costs are as follows:

Time	Cancellation	Rescheduling
22-42 days prior to the event	\$500 + Travel costs + \$200 per Additional Day OR 1 Unit	50% of the total first day cancellation fees + additional day(s) cancellation fee OR 1 Unit
0-21 days prior to the event	\$2000 + Travel costs + \$700 per Additional Day OR Workshop Unit Cost	

- a. No penalty will be incurred for professional learning offerings cancelled 43 days or more prior to the event
- b. WIDA facilitators will make every effort to be on-site for workshops. In the event that WCER must cancel an event, STATE will receive an additional webinar in addition to rescheduling the workshop
- c. Cancellations due to weather will be rescheduled at no charge within the same academic year

- d. Non-Contiguous SEA Provision: All face-to-face professional learning provided in Alaska, Hawaii, US Virgin Islands and Northern Mariana Islands that was purchased with PL Units must be fulfilled in one trip within the same work week. Professional learning can be extended to the following work week with an additional PL Unit charge to cover weekend expenses.
7. WCER will provide ELD Standards training and other instructional resources online.
8. Opportunities will be available in 2018-19 for SEAs to participate in the pilot phase of the new Professional Learning package.
9. WCER is working toward a new Professional Learning package by 2019-20 where a minimum 50% of PL Units allocation will be delivered through a menu of e-Learning options and the balance will be delivered through face-to-face workshops.