

WIDA MODEL Online: Terms, Specifications and Data Use Agreement

Effective Date: June 1, 2025

Article I: WCER Terms and Conditions

1. Introduction.

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") serves as the on-demand provider of the WIDA MODEL Online English language proficiency assessment system ("WIDA MODEL Online"). WCER provides WIDA MODEL Online directly to school districts, schools, and other educational agencies (collectively, "DISTRICT"). These WIDA MODEL Online Terms ("Terms" or "Agreement") define the roles, responsibilities, and obligations of the parties involved in the provision and administration of WIDA MODEL Online.

2. Relevant Parties

WCER. WCER is a research center within the University of Wisconsin System and is an agency of the State of Wisconsin. WCER houses WIDA, the developer and publisher of the WIDA MODEL Online Assessment and supporting documentation. WCER is a party to this Agreement.

NCS Pearson. NCS Pearson, Inc. ("Pearson") is WCER's contracted vendor responsible for providing the WIDA MODEL Online Software and related support services directly to DISTRICT. Pearson's obligations, including but not limited to those concerning student privacy and data security, are described in these Terms. For clarity, Pearson is not a party to this Agreement.

WCEPS. The Wisconsin Center for Education Products and Services ("WCEPS") holds a license from WCER to distribute WIDA MODEL Online through the WIDA Store. WCEPS is currently the sole source vendor authorized to sell WIDA MODEL Online. For clarity, WCEPS is **not** a party to this Agreement.

DISTRICT. The term "DISTRICT", as used in these Terms, shall refer to any purchaser of WIDA MODEL Online, and shall not be construed to refer solely to a U.S. K-12 educational system organizational entity (e.g., a traditional "district"). The DISTRICT shall bear no responsibility for the payment of compensation, wages, benefits, or taxes for WCER, its employees, agents, affiliates, or subcontractors under these Terms. DISTRICT is a party to this Agreement.

Relationship Between WCER and DISTRICT. WCER operates as an independent contractor under these Terms and shall not be considered an agent, partner, employee, or joint venturer of DISTRICT. WCER, along with its employees, agents, affiliates, and subcontractors, including but not limited to Pearson, is **not** entitled to any benefits, coverage, or privileges offered to DISTRICT employees.

3. Definitions.

Authorized Users (Users). Individuals granted access to WIDA MODEL Online under this Agreement, in accordance with their assigned user roles. Authorized Users may include, but are not limited to, DISTRICT staff assigned user roles as outlined in Article II and DISTRICT students taking WIDA MODEL Online.

Confidential District Data. Information provided by DISTRICT that is protected under applicable U.S. Federal privacy law, including COPPA and FERPA. Confidential District Data does not include De-identified Data, factual information

regarding the existence and purpose of the relationship that is the subject of this Agreement, or information that is required to be disclosed by applicable law or regulation.

COPPA. The Children’s Online Privacy Protection Rule. 16 CFR Part 312, which establishes privacy protections for children under the age of 13 who use the internet.

De-identification. The process of removing identifiers from data sets, including student education records and WIDA MODEL Online responses, to ensure that individuals cannot be re-identified. De-identification must comply with NIST SP 800-188 or other industry-recognized best practices.

De-identified Data. A data set from which direct and indirect personal identifiers have been removed, rendering the individuals in the data set unidentifiable. FERPA does not apply to data sets that have been successfully de-identified, per 34 C.F.R. § 99.31(b).

DISTRICT Data. Data provided by DISTRICT which is owned or created by DISTRICT. DISTRICT Data may consist of legally protected sensitive information. Where sensitive information is provided, this is defined as Confidential District Data and shall be protected by applicable law.

FERPA. The Family Education Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, which governs the privacy of student education records and Personally Identifiable Information.

Personally Identifiable Information (PII). For the purposes of this agreement, PII shall have the same definition as “Personally Identifiable Information” under FERPA, 34 C.F.R. § 99.3.

Student Education Records. DISTRICT information provided to WCER which is directly related to a student.

Subcontractor. A third party contracted by WCER to provide WIDA MODEL Online and Paper services, including but not limited to Pearson. This term also includes any third party with whom Pearson contracts for the provision of such services.

WIDA MODEL Online. WIDA MODEL Online refers to the content, including assessment items and forms, training manuals, interpretive guides, use manuals and reports, and software provided for the administration of WIDA MODEL Online.

WIDA MODEL Online Administration. A WIDA MODEL Online Administration constitutes a single administration of the assessment to an individual student. Each purchased administration shall remain valid for a period of one (1) year from the date of purchase.

4. Agreement to Terms.

By purchasing WIDA MODEL Online through the Wisconsin Center for Education Products and Services (WCEPS) via the WIDA Store, DISTRICT agrees to be bound by these Terms.

- By purchasing and administering WIDA MODEL Online, DISTRICT acknowledges that the product is provided on an “as-is” basis as a standard, non-customizable offering.
- DISTRICT further acknowledges that WCER, WCEPS, and Pearson are not obligated to modify or customize WIDA MODEL Online to accommodate the specific needs or requirements of any individual DISTRICT.
- DISTRICT agrees to comply with all terms and conditions set forth in this Agreement.

5. Copyright and Trademark Ownership and License.

Copyrights. The Board of Regents of the University of Wisconsin System, on behalf of WCER and WIDA, owns and shall retain all copyrights in and to WIDA MODEL Online, including but not limited to all application content, test content, and other instances of WIDA intellectual property (collectively, the “WIDA MODEL Online Content”), as well as all subsequent updates, modifications and new editions. This Agreement does not transfer or convey to DISTRICT any exclusive rights, title, or interest in or to the WIDA MODEL Online Content.

WCER grants DISTRICT and its Authorized Users a limited, non-exclusive, non-transferable, non-sublicensable, license to access and use the WIDA MODEL Online Content solely for the purpose of administering and assessing the English language proficiency of DISTRICT students, including test administrator training. DISTRICT and its Authorized Users shall not copy, create derivative works, publicly display, or distribute WIDA MODEL Online Content outside the DISTRICT for any purpose. WCER shall be entitled to seek appropriate legal remedies in the event of any violation of Article I, Section 5.

Pearson owns, and shall retain ownership of all copyrights in and to the WIDA MODEL Online Software, including the MODEL Online Student Test Delivery Browser (TestNav), the MODEL Online Test Management Platform (ADAM), and the MODEL Online Authentication and Rostering Platform (LaunchPad) (collectively, the “WIDA MODEL Online Software”), including all subsequent updates, customizations, enhancements, modifications and new features. Pearson grants DISTRICT and its Authorized Users under a limited, non-exclusive, non-transferable license to access and use the WIDA MODEL Online Software solely for the purpose of administering WIDA MODEL Online. DISTRICT and its Authorized Users shall not copy, create derivative works, publicly display, modify, or otherwise distribute the WIDA MODEL Online Software. This Agreement does not transfer or convey to DISTRICT any exclusive rights, title, or interest in or to the WIDA MODEL Online Software.

Trademarks. WIDA, the WIDA logo, and WIDA MODEL Online are trademarks of the Board of Regents of the University of Wisconsin System (collectively, the “WIDA Trademarks”). All goodwill arising from DISTRICT’s use of the WIDA Trademarks shall inure solely to the benefit of WCER. DISTRICT acknowledges that WCER may establish and update trademark and copyright usage guidelines to maintain the proper use and integrity of the WIDA Trademarks and the quality of WCER products and services. DISTRICT shall comply with any such guidelines issued by WCER.

Restrictions. WCER shall not use DISTRICT’s name, trademarks, or logo for any marketing or promotional purposes without prior written consent. DISTRICT’s use of WIDA MODEL Online shall not be construed as an endorsement by DISTRICT of WIDA MODEL Online or any related services.

The parties agree that each party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for other purposes without written permission from the other party provided that any such statement shall accurately and appropriately describe the relationship of the parties and shall not in any manner imply endorsement by the other party whose name is being used.

6. Disclaimer.

WIDA MODEL ONLINE AND RELATED SERVICES WERE DEVELOPED AND/OR ARE UTILIZED AS PART OF THE NON-PROFIT RESEARCH AND EDUCATIONAL ACTIVITIES OF THE UNIVERSITY OF WISCONSIN-MADISON, AND ARE PROVIDED “AS IS” IN FURTHERANCE OF THE UNIVERSITY’S MISSION OF OUTREACH AND SERVICE TO THE EDUCATIONAL COMMUNITY.

THE UNIVERSITY HAS NO REASON TO BELIEVE THAT WIDA MODEL ONLINE AND RELATED SERVICES INFRINGE ON THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, OR ARE UNFIT FOR ANY SPECIFIC PURPOSE; HOWEVER, DUE TO THE NON-COMMERCIAL NATURE OF THE UNIVERSITY IT CANNOT PROVIDE WARRANTIES FOR WIDA MODEL ONLINE

AND RELATED SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OF WIDA MODEL ONLINE.

7. Limitation of Liability.

Neither party shall be liable for the acts or omissions of the other. Each party shall be responsible only for the acts or omissions of its officers, employees, or agents while acting within the scope of their official duties, and only to the extent permitted under applicable law.

Any liability imposed on either Party under these Terms shall be limited to the extent authorized by law and subject to the availability of appropriated funds from their respective funding authorities. Nothing in these Terms shall be construed as a waiver, impairment, or limitation of any defense, immunity, or statutory limitation on liability available to either Party under applicable state or federal law.

8. Insurance.

WCER and the State of Wisconsin are self-funded for State liability purposes. The State's Self-funded Liability Program provides coverage against claims arising from the negligent acts of university officers, employees and agents. Liability protection is provided pursuant to Wisconsin Statute § 895.46 (1) and extends to all employees acting within the course and scope of their official duties. In addition to the State's Self-funded Liability Program, WCER has obtained and shall maintain cyber liability insurance sufficiently broad to cover all duties and obligations related to the provision of WIDA MODEL Online.

Pearson has been retained by WCER in accordance with the procurement laws and regulations of the State of Wisconsin and the University of Wisconsin. Under its vendor agreement with the State of Wisconsin, Pearson is required to maintain and keep in force the following insurance coverage: worker's compensation insurance; commercial liability insurance, including coverage for bodily injury and property damage, to address potential claims arising from the performance of its contractual duties.

In addition to these vendor insurance requirements, Pearson has obtained and shall maintain cyber liability insurance sufficiently broad to cover all duties and obligations related to the provision of WIDA MODEL Online. Due to the on-demand nature of Pearson's vendor agreement with WCER, Pearson cannot add DISTRICT as an additional insured to its insurance policies.

9. Changes in Terms.

WCER reserves the right to update or modify these Terms to reflect changes in applicable law or in the WIDA MODEL Online program. Any such changes shall not apply retroactively to existing purchases and shall become effective as specified in the change notice. DISTRICT's purchase of additional WIDA MODEL Online Administrations after the effective date of any updated Terms shall constitute acceptance of such updated Terms. Any updated terms shall apply to all remaining WIDA MODEL Online administrations, including those from previous purchases.

10. Notice.

Given the on-demand nature of WIDA MODEL Online, WCER does not provide written notice to individual DISTRICTs except as required under the WIDA MODEL Online Terms, Specifications and Data Use Agreement. WCEPS provides the notices required under these Terms via the WIDA MODEL Online Software, on behalf of WCER or Pearson, using the

email address associated with DISTRICT's Account Administrator. Any notice to WCER pursuant to these Terms shall be directed to: WCER – WIDA MODEL, 1025 West Johnson Street, Madison, Wisconsin 53706, or to the email address: help@wida.us.

11. Subcontractors.

WCER procures all subcontractors, including Pearson, in accordance with the procurement laws and regulations of the State of Wisconsin and the University of Wisconsin System. Given the multi-district nature of WIDA MODEL Online as an on-demand assessment, WCER cannot impose individual school or DISTRICT-specific subcontractor requirements. Furthermore, WCER is unable to incorporate DISTRICT-specific contract provisions into its subcontracts. WCER represents that Pearson is aware of and understands its obligations under these Terms and the WIDA MODEL Online Data Use Agreement and is in full compliance therewith.

By purchasing WIDA MODEL Online, DISTRICT expressly consents to WCER's use of Pearson as a Subcontractor. In the event of a change in subcontractors, WCER will provide DISTRICT with at least 120 days' advance notice or as much notice as is practicable, in accordance with the Notice section.

12. Miscellaneous

WCER acknowledges that DISTRICT may, in its sole discretion, make these Terms, including the WIDA MODEL Online Data Use Agreement, publicly available, including by posting them on DISTRICT's website.

13. Governing Law and Jurisdiction

DISTRICT acknowledges that WCER is a research center and a sub-unit of the University of Wisconsin System, an agency of the State of Wisconsin. As a governmental entity of the State of Wisconsin, WCER does not consent to the jurisdiction or venue of any court outside of the State of Wisconsin. Nothing in these Terms, any purchase order, or any agreement related to the procurement of WIDA MODEL Online shall be construed as a waiver of the sovereign immunity of the State of Wisconsin. Additionally, as a governmental entity, WCER does not register as a business in any foreign jurisdiction.

WCER acknowledges that DISTRICT may be subject to the laws of a state other than Wisconsin. Nothing in these Terms shall be construed as DISTRICT consenting to jurisdiction or venue outside of its home state or as a waiver of DISTRICT's sovereign immunity or governmental immunity, as set forth in the Limitation of Liability section.

WCER shall comply with all applicable federal laws and the laws of the State of Wisconsin. WCER and its subcontractors shall comply with all applicable federal and Wisconsin non-discrimination laws, including the Wisconsin Fair Employment Act and analogous federal laws. WCER shall not be subject to, nor shall its subcontractors be subject to, any non-Wisconsin state or municipal subcontracting, non-discrimination, or employee relations laws unless WCER expressly agrees to such terms in writing.

WCER shall comply with all applicable federal and Wisconsin laws governing public employee integrity, conflicts of interest, and ethics. WCER represents and warrants that its officers, employees, and agents have not engaged in, and have been convicted of, any unlawful conduct, including bribery, in connection with any purchase or procurement decision related to WIDA MODEL Online. WCER further represents and warrants that no official or employee of DISTRICT shall receive any financial benefit as a result of DISTRICT's purchase of WIDA MODEL Online.

WCER shall comply with all applicable federal and Wisconsin Drug-Free Workplace laws.

Because WCER receives federal funding, it is subject to all applicable federal regulations governing recipients of federal funds. WCER certifies that it complies with all federal funding certifications and assurances required by the U.S. Office of Management and Budget. WCER further certifies that neither it nor its principal officers are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with the federal government by any federal department or agency. Additionally, WCER certifies that it is in compliance with the Federal Immigration Reform and Control Act and verifies the employment eligibility of all its employees.

14. Precedence

By purchasing WIDA MODEL Online, DISTRICT expressly acknowledges and agrees that these Terms constitute the complete and exclusive agreement between the parties.

15. Dispute Resolution

Each party shall provide the other with notice of any failure to comply with these Terms. In the event of a dispute regarding the interpretation or implementation of these Terms, the parties shall engage in good-faith discussions and make reasonable efforts to reach a mutually agreeable resolution. Each party shall immediately notify the other if it becomes aware of any lack of continued governmental funding or any other circumstances that may prevent the continuation of WIDA MODEL Online.

16. Account Termination.

WCER reserves the right to terminate any Authorized User's access to WIDA MODEL at any time.

17. Force Majeure.

No party shall be liable for any failure or inability to perform its obligations under these Terms due to causes beyond its reasonable control and without negligence or misconduct on its part. Such causes include, but not be limited to: fire, storm, flood, earthquake, explosion, acts of the public enemies, war, rebellion, insurrection, mutiny, sabotage, epidemic, pandemic, quarantine restrictions, labor disputes, embargoes, acts of God, or actions of the United States government or any other governmental authority, including the failure of any government to issue required export or import licenses or permits. If WCER experiences any such force majeure event that prevents or delays performance under these Terms, it shall, as soon as practicable under the circumstances, provide public notice and/or notify DISTRICT via email.

18. Additional Terms.

These Terms constitute the sole and exclusive terms and conditions governing WCER's provision of WIDA MODEL Online to DISTRICT. WCER does not agree to incorporate, adopt, or otherwise be bound by DISTRICT's terms and conditions, addenda, or other DISTRICT requirements.

WCEPS may impose separate terms of purchase when selling WIDA MODEL Online to DISTRICT as they pertain to the contractual relationship between WCEPS and DISTRICT; however, WCEPS has no authority to amend, revise, or modify these Terms. Any attempt by DISTRICT to supersede, alter, or override these Terms through a purchase agreement or other contractual arrangement with WCEPS shall be deemed null and void. For questions and support regarding the purchase of WIDA MODEL Online from WCEPS, DISTRICT should contact WCEPS directly.

Article II: Technical Specifications and District Requirements

1. DISTRICT IT Requirements.

MODEL Online Student Test Delivery Browser. The TestNav application must be installed on all devices used for student testing. The minimum and recommended TestNav system requirements are available at <https://support.assessment.pearson.com/TN/testnav-system-requirements-18613791.html>.

MODEL Online Test Management Platform. The Assessment Delivery and Management (ADAM) platform is a browser-based test management application used for WIDA MODEL Online. System requirements for ADAM can be found at <https://support.assessment.pearson.com/as/system-requirements-100204592.html>. The DISTRICT acknowledges that TestNav is the designated platform for student test delivery and that the ADAM Lockdown Browser is not applicable to this offering.

2. District Responsibilities.

DISTRICT shall be solely responsible for maintaining and updating all supported operating systems and browsers, including implementing the latest patches and updates. DISTRICT acknowledges that certain system configurations may require adjustments to firewall settings to ensure full functionality of LaunchPad, ADAM and TestNav. DISTRICT shall contact Pearson customer support for assistance as needed.

DISTRICT further acknowledges and agrees to comply with the Children's Online Privacy Protection Rule ("COPPA") 16 C.F.R. Part 312, including but not limited to the notification, collection, and recording of parental and/or guardian consent, as required for students to access WIDA MODEL Online.

3. Product and Service Specifications - Software

Bug Fixes and Error Resolution. WCER, through Pearson, shall use industry-standard reasonable efforts to provide the WIDA MODEL Online Software free of material defects, bugs, or errors. WCER shall remediate any material bugs or errors that adversely impact the reliability, validity or security of the assessment at no additional cost to DISTRICT, and as soon as practicable. WCER reserves the right to take WIDA MODEL Online offline as necessary to address material defects. Incidental bugs or errors that do not materially impact the reliability, validity or security of WIDA MODEL Online shall be addressed during WCER's regularly scheduled maintenance period at no additional cost to DISTRICT.

WIDA MODEL Online Availability. Except for planned downtime associated with annual program rollover activities and regularly scheduled or emergency maintenance, Pearson shall use commercially reasonable efforts to maintain uninterrupted access to WIDA MODEL Online Software. Pearson maintains a system uptime of 99 percent or higher. In the event of an unscheduled outage, Pearson shall use commercially reasonable efforts to restore service as soon as reasonably possible. However, WCER makes no representations or warranties regarding uninterrupted or error-free operation of WIDA MODEL Online.

Annual Program Rollover. An annual program rollover shall occur each year to configure the WIDA MODEL Online testing system for the upcoming academic year. Beginning in 2026, this rollover will be scheduled to occur during the month of July. The rollover process will necessitate planned system downtime of up to five (5) business days. DISTRICT shall be responsible for re-adding student information into the system for each new academic/program year in preparation for testing.

Maintenance.

- **Annual Program Rollover.** The annual program rollover process may result in planned system downtime of up to five (5) business days. Pearson shall use commercially reasonable efforts to provide DISTRICT with advance notice prior to the commencement of rollover activities.
- **Regularly Scheduled Maintenance.** WCER, through Pearson, may conduct routine maintenance on WIDA MODEL Online Software. Where system downtime is anticipated, Pearson shall use commercially reasonable efforts to provide advance notice to DISTRICT.
- **Emergency Maintenance.** In the event of an emergency, Pearson may perform maintenance at any time to restore service. Pearson shall use commercially reasonable efforts to notify DISTRICT in advance of such maintenance.

4. User Accounts and Use of WIDA MODEL Online.

Account Creation and Administration. Upon the initial purchase of WIDA MODEL Online by DISTRICT, an account with login credentials will be created. DISTRICT shall designate a user to serve as the WIDA MODEL Online account administrator ("Account Administrator"). The Account Administrator shall be responsible for managing DISTRICT's account, including the addition and deactivation of individual user accounts as necessary.

Account Setup and Administration. DISTRICT shall ensure that all subsequent purchases of WIDA MODEL Online utilize the same account credentials used for initial purchase to maintain continuity of test administration assessment data. Multiple WIDA MODEL Online accounts cannot be merged. If multiple schools within a DISTRICT purchase WIDA MODEL Online separately, each purchasing school will be assigned its own account, and data from those accounts will not be consolidated at the district level. DISTRICT shall be responsible for maintaining current Account Administrator contact information, which may be updated by contacting Pearson customer support.

User Roles and Access Levels. WCER provides four levels of DISTRICT user access within WIDA MODEL Online:

- **Account Administrators** – Account owner; full administrative access.
- **District Administrators** – Full administrative access for assigned districts or schools.
- **School Administrators** – Limited access for assigned districts or schools.
- **Test Administrators** – Limited access for assigned districts or schools.

Authorized Users shall be assigned individual user accounts, which may not be shared. The Account Administrator is responsible for assigning and managing user access. Deactivated Users will no longer have login access; however, deactivation does not impact associated test administration data. If DISTRICT wishes to permanently delete a user and associated data, Pearson customer support must be contacted.

Following initial setup, DISTRICT shall be solely responsible for provisioning and maintaining user access, either manually or through automated processes. DISTRICT shall also be responsible for:

- Configuring school organizations within DISTRICT's WIDA MODEL Online account.
- Rostering students and assigning students to tests.
- Ensuring student grade-level and school organization data is accurate and up to date.
- Proctoring tests, assigning writing scores, and accessing reports.

Authorized Users shall be granted access to WIDA MODEL Online in accordance with their designated roles and assigned district and/or school organizations. Account and District Administrators affiliated with district-level organizations shall

have access to all DISTRICT data, while School Administrators and Test Administrators assigned to one or more school-level organizations shall have access only to data related to the specific school or test administrations to which they are assigned. The Account Administrator may disable user accounts at any time.

Account Duration and Data Retention. WIDA MODEL Online Administrations shall be valid for one (1) year from the date of purchase, after which any unused test administrations shall expire. If DISTRICT does not purchase additional WIDA MODEL Online Administrations, DISTRICT users shall retain access to the WIDA MODEL Online Software for an additional two (2) years (the “Data Retention Period”) to access historical test results only, unless earlier terminated by DISTRICT. All Confidential District Data shall be maintained in accordance with the Data Retention and Destruction section below.

Permissible Use. Use of the WIDA MODEL Online does not confer any ownership rights to Authorized Users or DISTRICT. DISTRICT shall retain ownership and control over all Confidential District Data. User may use WIDA MODEL Online and its content solely for assessing student English language proficiency in accordance with DISTRICT’s needs and the license granted under these Terms.

Authorized Users shall use WIDA MODEL Online in compliance with these Terms, all applicable test administrator policies and procedures displayed on WIDA MODEL Online, and applicable laws. Any unauthorized use of WIDA MODEL Online, violation of these Terms, or unlawful actions by User shall constitute grounds for immediate termination of User’s account. WCER reserves the right, in its sole discretion, to suspend all accounts associated with DISTRICT if any User within DISTRICT violates this section. Account suspension shall remain in effect until the violation is remedied to WCER’s satisfaction.

Additional Terms. Except for WCEPS terms and conditions, WCER shall not require User to accept any additional end-user terms to use WIDA MODEL Online. These Terms constitute the sole agreement between WCER, DISTRICT and Authorized Users regarding WIDA MODEL Online. DISTRICT shall ensure that all Users understand and adhere to these Terms. Notwithstanding the foregoing, WCER may require Authorized Users to acknowledge applicable privacy policies and security requirements related to WIDA MODEL Online.

Article III: Data Usage, Security and Privacy Agreement

1. Compliance with Title I and Title III of ESSA.

Title I and Title III of the Federal Elementary and Secondary Education Act (currently enacted as The Every Student Succeeds Act of 2015 or “ESSA”) establish federally supported education programs and activities related to English language instruction, acquisition and achievement. These provisions require local educational agencies (“LEAs”) and institutions to evaluate and report on the progress of English learners (“ELs”) and mandate that State Educational Agencies (“SEAs”) develop accountability models that assess ELs’ development and attainment of English proficiency in conjunction with challenging state academic content and student achievement standards.

FERPA Compliance. Pursuant to the Family Education Rights and Privacy Act (“FERPA”), educational agencies and institutions are permitted to disclose personally identifiable information (“PII”) from student education records, without obtaining prior consent from students or parents to authorized representatives of SEAs for the purpose of evaluating and ensuring compliance with these federal education programs and legal requirements. See 20 U.S.C. § 1232g(b)(1)(C) and (b)(3) and 34 C.F.R. § 99.31(a)(3) and § 99.35.

Definition of Personally Identifiable Information (“PII”). For the purposes of this Agreement, PII is defined in accordance with FERPA. See 20 U.S.C. § 1232g and 34 C.F.R. § 99.3.

2. Purpose and Scope of Data Usage.

Purpose of Data Disclosure. The parties acknowledge that the disclosure of student records containing PII is necessary for the administration of WIDA MODEL Online by DISTRICT. WCER and Pearson shall remain in compliance with FERPA and any other applicable laws governing student privacy and data security. To safeguard the confidentiality of DISTRICT's student records and to prevent unauthorized disclosure, WCER and Pearson agree to adhere to the terms of this Data Usage, Security and Privacy Agreement ("DUA").

Education records disclosed under this DUA include, but are not limited to, student demographic information as outlined in the table below, as well as student responses to assessment items. All such Confidential District Data shall be governed by the terms and limitations of this DUA and shall be treated as confidential under FERPA and other applicable privacy laws.

Ownership and Control of Data. DISTRICT shall retain sole ownership of all DISTRICT Data. WCER and Pearson shall have no ownership rights in DISTRICT Data. WCER and Pearson shall not use such Confidential District Data for any purpose other than as expressly permitted by this DUA or as otherwise allowed under applicable law. WCER and Pearson shall operate under the direct control of DISTRICT with respect to the use, maintenance, and security of all education records disclosed under this Agreement.

Binding Effect on Pearson and Subcontractors. WCER expressly acknowledges and agrees that the obligations set forth in this DUA extend to WCER, its assessment vendor Pearson, and any other Subcontractors engaged in the administration of WIDA MODEL Online. WCER shall be solely responsible for ensuring that Pearson and any other Subcontractors comply with all applicable provisions of this Agreement.

Designation of Authority. DISTRICT is outsourcing an institutional function-namely, the assessment of English language proficiency via WIDA MODEL Online. DISTRICT hereby designates WCER and Pearson as "school officials" for the limited purpose of administering WIDA MODEL Online, as authorized under FERPA. DISTRICT affirms that WCER and Pearson's personnel assigned to the administration of WIDA MODEL Online have a legitimate educational interest in the student records disclosed under this Agreement and are subject to the same confidentiality obligations as those imposed upon DISTRICT employees under FERPA.

The following information is collected and stored within the MODEL Online Software when student and administrator users are added:

Personally Identifiable Information in MODEL	Required or Optional for Student Users	Required or Optional for Administrator Users
FirstName	Required	Required
LastName	Required	Required
MiddleName	Optional	Optional
Email address	N/A	Required
Identifier	Required	Required
District Name/Org ID	Required	Required
School Name/Org ID	Required	Required
Grade level	Required	Required
Sourced ID	Required; default value based on identifier	Required; default value based on email address
Username	Required; default value based on identifier	Required, default value based on email address

Personally Identifiable Information in MODEL	Required or Optional for Student Users	Required or Optional for Administrator Users
Date of Birth	Optional	N/A
Gender	Optional	N/A
IEP	Optional	N/A
Section 504	Optional	N/A

3. Limitations and Restrictions on Data Usage

Access Restrictions. WCER represents that it has the technical and administrative capacity to restrict access to Confidential District Data exclusively to Designated Data Recipients and to ensure that Confidential District Data is accessed solely for the purposes outlined in this Agreement. WCER shall implement and maintain appropriate administrative, technical, and physical safeguards to protect Confidential District Data from unauthorized access, disclosure, alteration, and use. No individual or entity shall be permitted to access or use Confidential District Data unless bound by a confidentiality agreement and expressly authorized under this Agreement.

Limited Use of Data. WCER acknowledges and agrees that its use of Confidential District Data is strictly limited to the purpose of providing WIDA MODEL Online services to DISTRICT and performing obligations under this Agreement. WCER shall not use, disclose, or process Confidential District Data for any other purpose than those outlined in this Agreement without the express written authorization of DISTRICT. Any unauthorized use, access, or disclosure of Confidential District Data, including but not limited to any violation of the Prohibited Uses section below, shall constitute a material breach of this DUA and may result in immediate termination of services and additional legal remedies available to DISTRICT under applicable law.

De-Identified Data. DISTRICT acknowledges that Pearson will provide WCER a copy of Confidential District Data which is a de-identified version of Confidential District Data that has been processed in accordance with industry best practices, including NIST 800-188 (De-Identified Data). WCER may, at its sole discretion, disclose De-Identified Data to third parties as Designated Data Recipients, and/or utilize De-Identified Data, for research and quality assurance purposes. Pearson may utilize De-Identified Data only for WIDA-directed internal research and WIDA quality assurance purposes. De-identified Data is not subject to FERPA notice requirements. 34 CFR 99.31(b)

De-identified Data provided to WCER includes, but is not limited to:

- Account name/District Org, School Org, and Org location (country and state) for administered tests
- Raw scores, scale scores, and proficiency level scores for administered tests
- Item responses
- Grade-level cluster (battery), administration, test, and form information
- Track placement for the Listening and Reading tests
- Demographic information including Grade, Gender, IEP, 504 Plan
- Assigned accommodations
- Telemetry data including number of pauses taken, pause duration, embedded accessibility tool usage and time spent on overall test, domain test and individual item screen

Research and quality assurance purposes include, but are not limited to:

- Maintaining the validity, reliability, and fairness of WIDA MODEL Online;
- Enhancing and refining assessment administration, scoring, and reporting;
- Supporting research on English language instruction, acquisition, assessment, and achievement; and

- Developing accountability models for English learners in alignment with applicable educational standards.

Access to De-Identified Data. Upon reasonable written request from DISTRICT, WCER and Pearson shall permit DISTRICT to review De-Identified Data to verify that no individual student can be personally identified, whether through a single or multiple releases of such data, and considering any other reasonably available information.

Re-identification Prohibition. WCER and Pearson shall not attempt to re-identify, directly or indirectly, any individual student using De-Identified Data, nor shall they transfer such data to any third party unless the third party contractually agrees not to attempt re-identification.

Redisclosure Restrictions. WCER shall not redisclose Confidential District Data to any party not authorized under this Agreement. If WCER becomes legally compelled to disclose any Confidential District Data (whether by judicial or administrative order, applicable law, rule, regulation, or otherwise), it shall:

- Notify DISTRICT in writing prior to the intended disclosure, unless legally prohibited, to afford DISTRICT the opportunity to seek a protective order or other legal remedy;
- Use best efforts to maintain the confidentiality of Confidential District Data; and
- Disclose only the minimum portion of Confidential District Data that is legally required to be disclosed, and only if DISTRICT's legal objections are unsuccessful.

4. Data Retention and Destruction Policy.

Data Retention. Pearson shall retain Confidential District Data in the WIDA MODEL Online Software only for the duration of the Data Retention Period, as defined in the User Accounts and Use of WIDA MODEL Online section above, or for a shorter period if directed in writing by DISTRICT. Upon expiration of the Data Retention Period, or earlier upon request from DISTRICT, Pearson and WCER shall permanently delete or destroy all copies of Confidential District Data containing PII from their systems.

WCER may, in its sole discretion, retain De-identified Data for research and quality assurance purposes in accordance with this Agreement as defined in Article III, Section 3.

Data Destruction. All Confidential District data shall be permanently deleted (destroyed) from WCER's and Pearson's systems in accordance with the timing outlined in the Data Retention section above. Confidential District Data destroyed after the Data Retention Period will be removed in the lead-up to the next academic year, starting in July of a given calendar year.

For the purposes of this DUA, "Destruction" means the irreversible removal and/or sanitization of Confidential District Data from all WCER and Pearson systems, including databases, archives, electronic storage media, backup systems, and paper records, ensuring that the data is rendered permanently irretrievable in the normal course of business.

DISTRICT is solely responsible for creating and maintaining backup copies of its data prior to destruction. Upon written request, Pearson shall provide DISTRICT with a written certification of data destruction.

Archived MetriTech Data. Previous to June 1, 2025, WIDA MODEL Online utilized MetriTech as its platform provider. Archived data from the MetriTech/Pearson transfer will be maintained by Pearson and WCER for 2 years, until July 1, 2027. After 2 years, the archived data will be deleted in accordance with the Data Destruction policy above.

5. Data Privacy and Security.

Security Program. WCER and Pearson shall maintain a comprehensive information security program reasonably designed to ensure the security, privacy, confidentiality, and integrity of Confidential District Data.

Designated Data Recipients. WCER shall restrict access to Confidential District Data to only those employees of WCER and Pearson ("Designated Data Recipients") who have a legitimate educational interest in providing WIDA MODEL Online services under this DUA and the WIDA MODEL Online Terms. Confidential District Data may also be accessed by individuals or entities authorized under FERPA, including for research and quality assurance purposes.

Background Checks. WCER shall:

- Require all Designated Data Recipients to comply with FERPA and other applicable federal and state student privacy laws.
- Ensure that all Designated Data Recipients execute confidentiality agreements that include, at a minimum, the terms and conditions of this Agreement.
- Conduct background checks on all WCER employees and agents with access to Confidential District Data, in accordance with the State of Wisconsin/University of Wisconsin background check policies for employees and contractors. Pearson conducts standard pre-employment reference and criminal background checks on full-time employees, conducted in compliance with applicable federal and state statutes.

6. Incident Notification and Data Breach Policy.

Data Breach Policy. WCER shall maintain a comprehensive and responsive secure data breach policy designed to ensure prompt notification, mitigation, and resolution of any security breach. The policy shall include, at a minimum, the following components:

- **Incident Response Chain of Control.** WCER shall establish and maintain a clear chain of command for responding to all high-risk security incidents, including breaches of WCER's secure data systems.
- **Notification to Data Owners.** WCER shall notify the DISTRICT as soon as practicable following the discovery of any breach involving WCER secure systems and/or Confidential District Data.
- **Roles, Responsibilities, and Procedures.** WCER shall define and implement clear roles, responsibilities and procedural guidelines to ensure an effective response to and resolution of any security breaches affecting Confidential District Data.

Incident Notification. WCER shall notify the DISTRICT of any unauthorized use, security breach, or unauthorized disclosure of Confidential District Data within a reasonable time of WCER's discovery of a reportable incident. The following events shall constitute a reportable incident:

- **Unauthorized Use of Confidential District Data.** Any access, use, or processing of Confidential District Data that is inconsistent with the terms of this DUA or for a purpose not explicitly authorized herein.
- **Security Breach.** Any unauthorized access to Confidential District Data, including access by individuals who are not Designated Data Recipients. A security breach shall include any incident in which education records and/or PII are accessed, exposed, or otherwise compromised for purposes not expressly authorized under this DUA.
- **High-Risk Security Incident.** Any incident that poses an immediate or potential compromise to the integrity of WCER's secure data systems containing educational records and PII. If the extent of the exposure or impact on system integrity is unknown, the incident shall be classified as a high-risk security incident.

- **Unauthorized Disclosure.** Any dissemination, sharing, or release of Confidential District Data to any individual or entity other than an Authorized User or a DISTRICT official authorized to receive such data.

Cooperation and Mitigation. In the event of a data breach, WCER shall cooperate with the DISTRICT and take all necessary and reasonable measures prescribed by the DISTRICT to mitigate and remediate the breach as promptly as possible.

Data Storage Restrictions. WCER shall not store, process, or transfer Confidential District Data outside the United States under any circumstances.

7. Prohibited Uses.

Prohibition on Data Selling. WCER shall not:

- Sell, lease, or rent DISTRICT Data to any third party.
- Use Confidential District Data, including persistent unique identifiers, to create personal profiles of students, except as necessary for providing WIDA MODEL Online services as described in this DUA.

Biometric Data. WCER shall not:

- Use Confidential District Data to measure, capture, record, or analyze biological characteristics for automated recognition.
- Create or maintain biometric records, as defined under FERPA, using PII collected during the provision of WIDA MODEL Online services.

8. Remedies and Legal Provisions.

Audits. WCER shall ensure that Pearson maintains a robust security program that adheres to industry-standard data security frameworks, which include periodic audits to assess compliance. WCER shall cooperate with DISTRICT inquiries regarding security practices and audits.

Breach and Remedies. WCER acknowledges that any breach of this DUA may cause irreparable harm to the DISTRICT for which monetary damages may not provide adequate relief. In the event of a breach or threatened breach, the DISTRICT may seek:

- Preliminary and permanent injunctive relief to prevent or restrain the breach.
- Any other legal or equitable remedies available under applicable law.

Waiver. No waiver of any provision of this DUA shall be effective unless in writing and signed by the party granting the waiver. A waiver of any provision shall not constitute a waiver of any other provision or any subsequent breach.

Severability. If any provision of this DUA is determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Term. This DUA shall remain in effect as long as WCER retains any Confidential District Data. WCER's obligations under this DUA shall survive termination until all Confidential District Data is securely destroyed in accordance with this DUA.

9. Data Custodians.

The following individuals are designated as the responsible data custodians for their respective entities under this DUA:

WCER – WIDA Assessment Operational Uses:

Grace Li
Chief Assessment Officer
1025 W Johnson Street
Madison, WI 53706
Email: grace.li@wisc.edu

NCS Pearson – Assessment Platform Vendor:

Zac Henrich
Vice President, School Technology
9200 Earhart Lane SW, Cedar Rapids, IA 52404
Email: zac.henrich@pearson.com

Product SKU	Product Description	U.S. Member Pricing	Non-Member Pricing
WIDA MODEL Online			
01-0553	WIDA MODEL Online Grades 1-12 (Set of 10)	\$160.00	\$200.00
WIDA MODEL Paper - Kindergarten			
01-0683	WIDA MODEL for Kindergarten Kit	\$374.00	\$455.00
01-0060	WIDA MODEL for Kindergarten Test Administration Manual	\$27.00	\$33.00
01-0061	WIDA MODEL for Kindergarten Test Administrator Script	\$29.00	\$36.00
01-0062	WIDA MODEL for Kindergarten Student Storybook	\$29.00	\$34.00
01-0063	WIDA MODEL for Kindergarten Activity Board	\$59.00	\$65.00
01-0064	WIDA MODEL for Kindergarten Set of Cards	\$53.00	\$61.00
01-0065	WIDA MODEL for Kindergarten Card Pouch Booklet	\$79.00	\$85.00
01-0066	WIDA MODEL for Kindergarten Student Response Booklets (Set of 25)	\$65.00	\$82.00
01-0067	WIDA MODEL for Kindergarten Summary Score Sheets (Set of 25)	\$25.00	\$33.00
01-0678	WIDA MODEL for Kindergarten Training USB	\$35.00	\$44.00
WIDA MODEL Paper - Grades 1-2			
01-0684	WIDA MODEL Paper Grades 1-2 Kit	\$303.00	\$390.00
01-0080	WIDA MODEL Paper Grades 1-2 Test Administration Manual	\$44.00	\$55.00
01-0081	WIDA MODEL Paper Grades 1-2 Test Administrator Script	\$29.00	\$36.00
01-0082	WIDA MODEL Paper Grades 1-2 Set of Cards	\$25.00	\$29.00
01-0084	WIDA MODEL Paper Grades 1-2 Reading Student Test Booklet	\$27.00	\$31.00
01-0085	WIDA MODEL Paper Grades 1-2 Speaking & Listening Student Test Booklet	\$31.00	\$35.00
01-0086	WIDA MODEL Paper Grades 1-2 Student Response Booklets, Writing Task 1 (Set of 15)	\$42.00	\$57.00
01-0087	WIDA MODEL Paper Grades 1-2 Student Response Booklets, Writing Task 2 (Set of 15)	\$42.00	\$57.00
01-0088	WIDA MODEL Paper Grades 1-2 Summary Score Sheets (Set of 30)	\$25.00	\$33.00
01-0679	WIDA MODEL Paper Grades 1-2 Training USB	\$35.00	\$44.00
WIDA MODEL Paper - Grades 3-5			
01-0685	WIDA MODEL Paper Grades 3-5 Kit	\$303.00	\$390.00

Prices are valid from July 1, 2025 - June 30, 2026. To order, please submit your order via the WIDA Store (store.wceps.org).

01-0091	WIDA MODEL Paper Grades 3-5 Test Administration Manual	\$44.00	\$55.00
01-0092	WIDA MODEL Paper Grades 3-5 Test Administrator Script	\$29.00	\$36.00
01-0094	WIDA MODEL Paper Grades 3-5 Reading Student Test Booklets (Set of 5)	\$59.00	\$74.00
01-0095	WIDA MODEL Paper Grades 3-5 Speaking & Listening Student Test Booklet	\$31.00	\$35.00
01-0096	WIDA MODEL Paper Grades 3-5 Student Response Booklets, Writing Task 1 (Set of 15)	\$42.00	\$57.00
01-0097	WIDA MODEL Paper Grades 3-5 Student Response Booklets, Writing Task 2 (Set of 15)	\$42.00	\$57.00
01-0098	WIDA MODEL Paper Grades 3-5 Summary Score Sheets (Set of 30)	\$25.00	\$33.00
01-0680	WIDA MODEL Paper Grades 3-5 Training USB	\$35.00	\$44.00
WIDA MODEL Paper - Grades 6-8			
01-0686	WIDA MODEL Paper Grades 6-8 Kit	\$303.00	\$390.00
01-0105	WIDA MODEL Paper Grades 6-8 Test Administration Manual	\$44.00	\$55.00
01-0106	WIDA MODEL Paper Grades 6-8 Test Administrator Script	\$29.00	\$36.00
01-0126	WIDA MODEL Paper Grades 6-8 Reading Student Test Booklets (Set of 5)	\$59.00	\$74.00
01-0110	WIDA MODEL Paper Grades 6-8 Speaking & Listening Student Test Booklet	\$31.00	\$35.00
01-0111	WIDA MODEL Paper Grades 6-8 Student Response Booklets, Writing Task 1 (Set of 15)	\$42.00	\$57.00
01-0112	WIDA MODEL Paper Grades 6-8 Student Response Booklets, Writing Task 2 (Set of 15)	\$42.00	\$57.00
01-0113	WIDA MODEL Paper Grades 6-8 Summary Score Sheets (Set of 30)	\$25.00	\$33.00
01-0681	WIDA MODEL Paper Grades 6-8 Training USB	\$35.00	\$44.00
WIDA MODEL Paper - Grades 9-12			
01-0687	WIDA MODEL Paper Grades 9-12 Kit	\$303.00	\$390.00
01-0116	WIDA MODEL Paper Grades 9-12 Test Administration Manual	\$44.00	\$55.00
01-0117	WIDA MODEL Paper Grades 9-12 Test Administrator Script	\$29.00	\$36.00
01-0129	WIDA MODEL Paper Grades 9-12 Reading Student Test Booklets (Set of 5)	\$59.00	\$74.00
01-0121	WIDA MODEL Paper Grades 9-12 Speaking & Listening Student Test Booklet	\$31.00	\$35.00
01-0122	WIDA MODEL Paper Grades 9-12 Student Response Booklets, Writing Task 1 (Set of 15)	\$42.00	\$57.00
01-0123	WIDA MODEL Paper Grades 9-12 Student Response Booklets, Writing Task 2 (Set of 15)	\$42.00	\$57.00
01-0124	WIDA MODEL Paper Grades 9-12 Summary Score Sheets (Set of 30)	\$25.00	\$33.00
01-0682	WIDA MODEL Paper Grades 9-12 Training USB	\$35.00	\$44.00
WIDA Screener For Kindergarten			
01-0603	WIDA Screener for Kindergarten Kit with Response Booklets and Score Sheets	\$195.00	N/A
01-0604	WIDA Screener for Kindergarten Kit without Response Booklets and Score Sheets	\$95.00	N/A
01-0605	WIDA Screener for Kindergarten Test Administrator Manual	\$15.00	N/A
01-0606	WIDA Screener for Kindergarten Test Administrator Script	\$15.00	N/A

Prices are valid from July 1, 2025 - June 30, 2026. To order, please submit your order via the WIDA Store (store.wceps.org).

01-0607	WIDA Screener for Kindergarten Storybook	\$22.00	N/A
01-0608	WIDA Screener for Kindergarten Card Pouch Booklet	\$25.00	N/A
01-0609	WIDA Screener for Kindergarten Set of Cards	\$22.00	N/A
01-0610	WIDA Screener for Kindergarten Response Booklets (Set of 30)	\$75.00	N/A
01-0611	WIDA Screener for Kindergarten Score Sheets (Set of 30)	\$28.00	N/A
WIDA Screener Kits for Grades 1-12 Kits			
01-0257	WIDA Screener Paper Grades 1-12 District Kit (USB Option)	\$384.00	\$429.00
01-0290	WIDA Screener Paper Elementary Kit Grades 1-5 (USB Option)	\$293.00	\$319.00
01-0293	WIDA Screener Paper Grades 6-12 Kit (USB Option)	\$273.00	\$280.00
01-0280	WIDA Screener Paper Grade 1 Kit (USB Option)	\$140.00	\$168.00
01-0282	WIDA Screener Paper Grades 2-3 Kit (USB Option)	\$140.00	\$168.00
01-0285	WIDA Screener Paper Grades 4-5 Kit (USB Option)	\$140.00	\$168.00
01-0286	WIDA Screener Paper Grades 6-8 Kit (USB Option)	\$140.00	\$168.00
01-0289	WIDA Screener Paper Grades 9-12 Kit (USB Option)	\$140.00	\$168.00
WIDA Screener Kits for Grades 1-12 Components			
01-0247	WIDA Screener Paper Grade 1 Path A & B Test Booklets	\$40.00	\$46.00
01-0249	WIDA Screener Paper Grades 2-3 Path A & B Test Booklets	\$40.00	\$46.00
01-0251	WIDA Screener Paper Grades 4-5 Path A & B Test Booklets	\$40.00	\$46.00
01-0253	WIDA Screener Paper Grades 6-8 Path A & B Test Booklets	\$40.00	\$46.00
01-0255	WIDA Screener Paper Grades 9-12 Path A & B Test Booklets	\$40.00	\$46.00
01-0258	WIDA Screener Paper Grades 1-5 Speaking and Listening USB	\$25.00	\$27.00
01-0259	WIDA Screener Paper Grades 6-12 Speaking and Listening USB	\$25.00	\$27.00
01-0268	WIDA Screener Paper Grade 1 Test Administrator's Script	\$26.00	\$29.00
01-0269	WIDA Screener Paper Grades 2-3 Test Administrator's Script	\$26.00	\$29.00
01-0270	WIDA Screener Paper Grades 4-5 Test Administrator's Script	\$26.00	\$29.00
01-0271	WIDA Screener Paper Grades 6-8 Test Administrator's Script	\$26.00	\$29.00
01-0272	WIDA Screener Paper Grades 9-12 Test Administrator's Script	\$26.00	\$29.00
01-0294	WIDA Screener Paper Grade 1 Student Response Booklets (Set of 30)	\$53.00	\$60.00
01-0295	WIDA Screener Paper Grades 2-3 Student Response Booklets (Set of 30)	\$53.00	\$60.00
01-0296	WIDA Screener Paper Grades 4-5 Student Response Booklets (Set of 30)	\$53.00	\$60.00
01-0297	WIDA Screener Paper Grades 6-8 Student Response Booklets (Set of 30)	\$53.00	\$60.00
01-0298	WIDA Screener Paper Grades 9-12 Student Response Booklets (Set of 30)	\$53.00	\$60.00
01-0299	WIDA Screener Paper Grades 1-12 Test Administration Manual	\$20.00	\$22.00

Prices are valid from July 1, 2025 - June 30, 2026. To order, please submit your order via the WIDA Store (store.wceps.org).

01-0267	WIDA Screener Paper Grade 1 Recording Script	Available upon request for those with documented need for a human reader	
01-0273	WIDA Screener Paper Grades 2-3 Recording Script		
01-0274	WIDA Screener Paper Grades 4-5 Recording Script		
01-0275	WIDA Screener Paper Grades 6-8 Recording Script		
01-0276	WIDA Screener Paper Grades 9-12 Recording Script		
Other			
01-0131	WIDA Bag	\$14.00	\$14.00
Standards & Instructional Materials (English)			
01-0143	Response to Instruction and Intervention	\$17.00	\$20.00
01-0520	WIDA English Language Development Standards Framework, 2020 Edition Kindergarten-Grade 12	\$45.00	\$54.00
01-0664	Kindergarten Materials - WIDA English Language Development Standards Framework, 2020 Edition	\$30.00	\$36.00
01-0665	Grade 1 Materials - WIDA English Language Development Standards Framework, 2020 Edition	\$30.00	\$36.00
01-0666	Grades 2-3 Materials - WIDA English Language Development Standards Framework, 2020 Edition	\$30.00	\$36.00
01-0667	Grades 4-5 Materials - WIDA English Language Development Standards Framework, 2020 Edition	\$30.00	\$36.00
01-0668	Grades 6-8 Materials - WIDA English Language Development Standards Framework, 2020 Edition	\$30.00	\$36.00
01-0669	Grades 9-12 Materials - WIDA English Language Development Standards Framework, 2020 Edition	\$30.00	\$36.00
01-0662	Grades K-5 Reference Cards: Proficiency Level Descriptors	\$29.00	\$34.00
01-0663	Grades 6-12 Reference Cards: Proficiency Level Descriptors	\$29.00	\$34.00
01-0711	Grades K-12 Teacher Pack - WIDA English Language Development Standards Framework, 2020 Edition	\$112.00	\$131.00
01-0712	Kindergarten Teacher Pack - WIDA English Language Development Standards Framework, 2020 Edition)	\$69.00	\$80.00
01-0713	Grade 1 Teacher Pack - WIDA English Language Development Standards Framework, 2020 Edition)	\$69.00	\$80.00
01-0714	Grades 2-3 Teacher Pack - WIDA English Language Development Standards Framework, 2020 Edition	\$69.00	\$80.00
01-0715	Grades 4-5 Teacher Pack - WIDA English Language Development Standards Framework, 2020 Edition	\$69.00	\$80.00
01-0716	Grades 6-8 Teacher Pack - WIDA English Language Development Standards Framework, 2020 Edition	\$69.00	\$80.00
01-0717	Grades 9-12 Teacher Pack - WIDA English Language Development Standards Framework, 2020 Edition	\$69.00	\$80.00
01-0739	Grades K-3 Key Language Uses Posters	\$36.00	\$39.00
01-0740	Grades 4-5 Key Language Uses Posters	\$36.00	\$39.00
01-0741	Grades 6-12 Key Language Uses Posters	\$60.00	\$65.00
01-0742	Grades K-12 Key Language Uses Posters	\$132.00	\$143.00
01-0784	Grades K-3 Key Language Uses Mini Posters	\$15.00	\$18.00
01-0785	Grades 4-5 Key Language Uses Mini Posters	\$15.00	\$18.00
01-0786	Grades 6-12 Key Language Uses Mini Posters	\$25.00	\$30.00
01-0787	Grades K-12 Key Language Uses Mini Posters	\$50.00	\$60.00

Prices are valid from July 1, 2025 - June 30, 2026. To order, please submit your order via the WIDA Store (store.wceps.org).

01-0756	WIDA Administrator Pack	\$121.00	\$121.00
Standards & Instructional Materials (Spanish)			
01-0648	Marco ALE: Aplicación para la actualización y desarrollo de estándares	\$25.00	\$25.00
01-0649	Marco ALE: Aplicación para la enseñanza	\$50.00	\$50.00
01-0661	WIDA Marco ALE Reference Cards	\$25.00	\$25.00
01-0670	WIDA Marco ALE Starter Pack	\$100.00	\$100.00
01-0729	Marco de los estándares del desarrollo auténtico del lenguaje español de WIDA, Kinder al 12o grado	\$50.00	\$50.00
01-0749	Materiales para el kínder: Marco de los estándares del desarrollo auténtico del lenguaje español de WIDA	\$36.00	\$36.00
01-0750	Materiales para el 1er grado: Marco de los estándares del desarrollo auténtico del lenguaje español de WIDA	\$36.00	\$36.00
01-0751	Materiales para el 2º y 3er grado: Marco de los estándares del desarrollo auténtico del lenguaje español de WIDA	\$36.00	\$36.00
01-0752	Materiales para el 4º y 5º grado: Marco de los estándares del desarrollo auténtico del lenguaje español de WIDA	\$36.00	\$36.00
01-0753	Materiales para el 6º al 8º grado: Marco de los estándares del desarrollo auténtico del lenguaje español de WIDA	\$36.00	\$36.00
01-0754	Materiales para el 9º al 12º grado: Marco de los estándares del desarrollo auténtico del lenguaje español de WIDA	\$36.00	\$36.00
01-0755	Tarjetas de referencia del Marco de los estándares del desarrollo auténtico del lenguaje español de WIDA (Kinder al 12º grado)	\$58.00	\$58.00
01-0757	Spanish Teacher Pack Grade K	\$200.00	\$200.00
01-0758	Spanish Teacher Pack Grade 1	\$200.00	\$200.00
01-0759	Spanish Teacher Pack Grades 2-3	\$200.00	\$200.00
01-0760	Spanish Teacher Pack Grades 4-5	\$200.00	\$200.00
01-0761	Spanish Teacher Pack Grades 6-8	\$200.00	\$200.00
01-0762	Spanish Teacher Pack Grades 9-12	\$200.00	\$200.00
01-0763	Bilingual Teacher Pack Grade K	\$218.00	\$218.00
01-0764	Bilingual Teacher Pack Grade 1	\$218.00	\$218.00
01-0765	Bilingual Teacher Pack Grades 2-3	\$218.00	\$218.00
01-0766	Bilingual Teacher Pack Grades 4-5	\$218.00	\$218.00
01-0767	Bilingual Teacher Pack Grades 6-8	\$218.00	\$218.00
01-0768	Bilingual Teacher Pack Grades 9-12	\$218.00	\$218.00
01-0831	Marco DALE Language Features Glossary / Marco DALE Glosario de recursos lingüísticos	\$36.00	\$36.00
01-0832	Implementation Guide / Guía de implementación	\$36.00	\$36.00
Can Do Descriptors (English)			
01-0072	WIDA Can Do Descriptors Original Edition, Grades 1-2	\$8.00	\$9.00
01-0073	WIDA Can Do Descriptors Original Edition, Grades 3-5	\$8.00	\$9.00
01-0074	WIDA Can Do Descriptors Original Edition, Grades 6-8	\$8.00	\$9.00
01-0075	WIDA Can Do Descriptors Original Edition, Grades 9-12	\$8.00	\$9.00

Prices are valid from July 1, 2025 - June 30, 2026. To order, please submit your order via the WIDA Store (store.wceps.org).

01-0077	WIDA Can Do Descriptors Original Edition Set of 4, Grades 1-12	\$25.00	\$29.00
01-0239	WIDA Can Do Descriptors Key Uses Edition, Kindergarten	\$9.00	\$10.00
01-0240	WIDA Can Do Descriptors Key Uses Edition, Grade 1	\$9.00	\$10.00
01-0241	WIDA Can Do Descriptors Key Uses Edition, Grades 2-3	\$9.00	\$10.00
01-0242	WIDA Can Do Descriptors Key Uses Edition, Grades 4-5	\$9.00	\$10.00
01-0243	WIDA Can Do Descriptors Key Uses Edition, Grades 6-8	\$9.00	\$10.00
01-0244	WIDA Can Do Descriptors Key Uses Edition, Grades 9-12	\$9.00	\$10.00
01-0341	WIDA Can Do Descriptors Key Uses Edition, Grades K-12	\$48.00	\$54.00
01-0152	WIDA Can Do Descriptors Original Edition Posters Set of 5, Grades 1-2	\$26.00	\$31.00
01-0153	WIDA Can Do Descriptors Original Edition Posters Set of 5, Grades 3-5	\$26.00	\$31.00
01-0154	WIDA Can Do Descriptors Original Edition Posters Set of 5, Grades 6-8	\$26.00	\$31.00
01-0155	WIDA Can Do Descriptors Original Edition Posters Set of 5, Grades 9-12	\$26.00	\$31.00
01-0156	WIDA Can Do Descriptors Original Edition Posters Set of 4, Grades 1-12	\$21.00	\$25.00
01-0371	WIDA Can Do Descriptors Original Edition Mini Poster Set of 4, Grades 1-12	\$8.00	\$9.00
01-0373	WIDA Can Do Descriptors Original Edition Mini Poster Set of 5, Grades 1-2	\$10.00	\$11.00
01-0374	WIDA Can Do Descriptors Original Edition Mini Poster Set of 5, Grades 3-5	\$10.00	\$11.00
01-0375	WIDA Can Do Descriptors Original Edition Mini Poster Set of 5, Grades 6-8	\$10.00	\$11.00
01-0376	WIDA Can Do Descriptors Original Edition Mini Poster Set of 5, Grades 9-12	\$10.00	\$11.00
01-0321	WIDA Can Do Descriptors Key Uses Edition Poster, Kindergarten	\$21.00	\$26.00
01-0322	WIDA Can Do Descriptors Key Uses Edition Poster, Grade 1	\$21.00	\$26.00
01-0323	WIDA Can Do Descriptors Key Uses Edition Poster, Grades 2-3	\$21.00	\$26.00
01-0324	WIDA Can Do Descriptors Key Uses Edition Poster, Grades 4-5	\$21.00	\$26.00
01-0325	WIDA Can Do Descriptors Key Uses Edition Poster, Grades 6-8	\$21.00	\$26.00
01-0326	WIDA Can Do Descriptors Key Uses Edition Poster, Grades 9-12	\$21.00	\$26.00
01-0327	WIDA Can Do Descriptors Key Uses Edition Poster Set, Grades K-12	\$120.00	\$132.00
01-0357	WIDA Can Do Descriptors Key Uses Edition Mini Poster, Kindergarten	\$8.00	\$9.00
01-0358	WIDA Can Do Descriptors Key Uses Edition Mini Poster, Grade 1	\$8.00	\$9.00
01-0359	WIDA Can Do Descriptors Key Uses Edition Mini Poster, Grades 2-3	\$8.00	\$9.00
01-0360	WIDA Can Do Descriptors Key Uses Edition Mini Poster, Grades 4-5	\$8.00	\$9.00
01-0361	WIDA Can Do Descriptors Key Uses Edition Mini Poster, Grades 6-8	\$8.00	\$9.00
01-0362	WIDA Can Do Descriptors Key Uses Edition Mini Poster, Grades 9-12	\$8.00	\$9.00
01-0363	WIDA Can Do Descriptors Key Uses Edition Mini Poster Set, Grades K-12	\$42.00	\$48.00
01-0245	WIDA Can Do Descriptors Early Years	\$9.00	\$9.00

Prices are valid from July 1, 2025 - June 30, 2026. To order, please submit your order via the WIDA Store (store.wceps.org).

Can Do Descriptors (Spanish)			
01-0303	Los descriptores Podemos: Usos clave del lenguaje académico en español — Kínder	\$9.00	\$10.00
01-0304	Los descriptores Podemos: Usos clave del lenguaje académico en español — 1.er grado	\$9.00	\$10.00
01-0305	Los descriptores Podemos: Usos clave del lenguaje académico en español — 2.o y 3.er grado	\$9.00	\$10.00
01-0306	Los descriptores Podemos: Usos clave del lenguaje académico en español — 4.o y 5.o grado	\$9.00	\$10.00
01-0307	Los descriptores Podemos: Usos clave del lenguaje académico en español — 6.o a 8.o grado	\$9.00	\$10.00
01-0308	Los descriptores Podemos: Usos clave del lenguaje académico en español — 9.o a 12.o grado	\$9.00	\$10.00
01-0342	Los descriptores Podemos: Usos clave del lenguaje académico en español — desde kínder al 12.o grado (paquete completo)	\$48.00	\$54.00
01-0349	Póster: Los descriptores Podemos - Kínder	\$21.00	\$26.00
01-0350	Póster: Los descriptores Podemos -1.er grado	\$21.00	\$26.00
01-0351	Póster: Los descriptores Podemos - 2.o y 3.er grado	\$21.00	\$26.00
01-0352	Póster: Los descriptores Podemos - 4.o y 5.o grado	\$21.00	\$26.00
01-0353	Póster: Los descriptores Podemos – 6.o a 8.o grado	\$21.00	\$26.00
01-0354	Póster: Los descriptores Podemos - 9.o a 12.o grado	\$21.00	\$26.00
01-0355	Los descriptores Podemos – desde kínder al 12.o grado (paquete completo de pósteres)	\$120.00	\$132.00
01-0364	Póster en miniatura: Los descriptores Podemos – Kínder	\$8.00	\$9.00
01-0365	Póster en miniatura: Los descriptores Podemos – 1.er grado	\$8.00	\$9.00
01-0366	Póster en miniatura: Los descriptores Podemos – 2.o y 3.er grado	\$8.00	\$9.00
01-0367	Póster en miniatura: Los descriptores Podemos – 4.o y 5.o grado	\$8.00	\$9.00
01-0368	Póster en miniatura: Los descriptores Podemos – 6.o a 8.o grado	\$8.00	\$9.00
01-0369	Póster en miniatura: Los descriptores Podemos – 9.o a 12.o grado	\$8.00	\$9.00
01-0370	Los descriptores Podemos – desde kínder al 12.o grado (paquete completo de pósteres en miniatura)	\$42.00	\$48.00

Prices are valid from July 1, 2025 - June 30, 2026. To order, please submit your order via the WIDA Store (store.wceps.org).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M3 Insurance Solutions, Inc. 828 John Nolen Drive Madison WI 53713	CONTACT NAME: Katie Johnson PHONE (A/C, No, Ext): 608-288-2845 E-MAIL ADDRESS: katie.johnson@m3ins.com FAX (A/C, No):
INSURED Wisconsin Center for Education Products & Services 1213 N. Sherman Avenue, #322 Madison WI 53704	WICENTE-01 INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company INSURER B: Scottsdale Insurance Company INSURER C: At-Bay Specialty Insurance Com INSURER D: Underwriters at Lloyds London INSURER E: INSURER F:
	NAIC # 11000 41297 19607

COVERAGES**CERTIFICATE NUMBER:** 490611091**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		83SBAAC4072	1/9/2026	1/9/2027	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			83SBAAC4072	1/9/2026	1/9/2027	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			83SBAAC4072	1/9/2026	1/9/2027	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D B C	Tech E&O and Cyber Excess E&O and Cyber Excess E&O and Cyber			D2182D260901 EKS3605575 AB-6707262-03	1/9/2026 1/9/2026 1/9/2026	1/9/2027 1/9/2027 1/9/2027	Each/Aggregate 3,000,000 Each/Aggregate 2,000,000 Each/Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is an Additional Insured with respect to General Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Jefferson County Public Schools
C.B. Young Jr. Service Center
3001 Crittenden Dr
Louisville KY 40209

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Katie Johnson

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