

**Agreement for Outside Contractor/Agency to access  
Worcester Public School Student Data**

This Agreement is made by and between Amplify Education, Inc. (f/k/a Wireless Generation, Inc.)

("Contractor/Agency") and the Worcester Public Schools ("WPS") and is subject to Contractor/Agency's Standard Terms & Conditions. Contractor/Agency and WPS ("parties") agree as follows:

- 1) WPS appoints Contractor/Agency as a "school official" as that term is used in Title 34, Code of Federal Regulations, §§ 99.7(a)(3)(iii) and 99.31(a)(1), for the purpose of using student-level data for the purpose of administering DIBELS Next to students in the Worcester Public Schools. The WPS determines that Contractor/Agency has a legitimate educational, research, operational or safety interest.
- 2) Contractor/Agency shall comply, as though it were the WPS, with all of the requirements of the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and the regulations adopted there under (34 C.F.R. 99) which address disclosure to third parties of record data.
- 3) To effect the purposes of this Agreement, WPS may from time to time provide Contractor/Agency with certain personal identifiable information of WPS's students (PII) that is regulated by various state and federal laws and regulations. The Contractor/Agency represents that it maintains appropriate data security measures, including a written information security policy, to protect WPS consistent with all applicable state and federal laws and regulations. Further, to protect the privacy of WPS data, the Contractor/Agency will, for so long as it retains WPS student information (1) maintain the confidentiality of information as set forth in this Agreement; (2) limit access to data to Contractor/Agency employees, agents and subcontractors who need access to fulfill Contractor/Agency obligations hereunder; (3) require that its agents and subcontractors who have access to student data agree to abide by the same restrictions and conditions that apply to Contractor/Agency; (4) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of WPS student information and protect against unauthorized access to or use of WPS student data that could result in substantial harm or inconvenience to the WPS.
- 4) Contractor/Agency shall use WPS student PII for the specific purpose outlined in this agreement. For research and development purposes, whether or not related to the purpose outlined in this agreement, Contractor/Agency may review or share with researchers non-PII data collected hereunder, including without limitation data that has been de-identified in accordance with FERPA. All other uses by Contractor/Agency will require written consent by WPS. Contractor/Agency shall hold harmless, defend and indemnify WPS, its officers, and employees, from any claim, cause of action, or losses suffered by WPS as a result of an intentional or negligent act or omission of Contractor/Agency, or Contractor/Agency's failure to comply with this Agreement or with the requirements of FERPA, or 201 CMR 17.00, provided that WPS notifies Contractor/Agency of such proceeding seasonably after it receives notice thereof, Contractor/Agency has exclusive control over the defense and settlement of the proceeding, WPS provides such assistance in the defense and settlement of the proceeding as Contractor/Agency may reasonably request, and WPS complies with any settlement or court order made in connection with such proceeding..

5) This Agreement may be amended in writing signed by individuals having authority to bind the parties. The Agreement shall continue in effect until terminated.

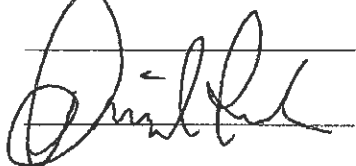
6) In the event of any conflict the terms of this Agreement for Outside Contractor/Agency to access Worcester Public School Student Data shall take precedence.

By signing below each party manifests its agreement to all of the provisions of this Agreement.

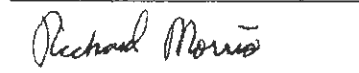
District: Worcester Public Schools

Contractor/Agency: Amplify Education, Inc. (f/k/a  
Wireless Generation, Inc.)

Signed:



Signed:



Printed Name: David Perda

Printed Name: Richard Morris

Title: Chief Research &  
Accountability Officer

Title: Vice President, Finance

**Agreement for Outside Contractor/Agency/Individual to access  
Worcester Public School Student Data**

This Agreement is made by and between Brendan Keenan ("Contractor/Agency") and Worcester Public Schools ("WPS"). Contractor/Agency and WPS ("parties") agree as follows:

- 1) WPS appoints Contractor/Agency/Individual as a "school official" as that term is used in Title 34, Code of Federal Regulations, §§ 99.7(a)(3)(iii) and 99.31(a)(1), for the purpose of conducting a study that will examine the impact of the district's Tier 2 attendance intervention on elementary attendance outcomes..
- 2) The WPS determines that Contractor/Agency/Individual has a "legitimate educational, research, or safety interest.
- 3) Contractor/Agency shall comply, as though it were the WPS, with all of the requirements of the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and the regulations adopted there under (34 C.F.R. 99) which address disclosure to third parties of record data.
- 4) To effect the purposes of this Agreement, WPS may from time to time provide Contractor/Agency with certain personal identifiable information of WPS's students, faculty and employees that is regulated by various state and federal laws and regulations. The Contractor/Agency represents that it maintains appropriate data security measures, including a written information security policy, to protect WPS consistent with all applicable state and federal laws and regulations. Further, to protect the privacy of WPS data, the Contractor/Agency will, for so long as it retains WPS student information (1) maintain the confidentiality of information as set forth in this Agreement; (2) limit access to data to Contractor/Agency employees, agents and subcontractors who need access to fulfill Contractor/Agency obligations hereunder; (3) require that its agents and subcontractors who have access to student data agree to abide by the same restrictions and conditions that apply to Contractor/Agency; (4) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of WPS student information and protect against unauthorized access to or use of WPS student data that could result in substantial harm or inconvenience to the WPS.
- 5) Access to WPS student data will be limited solely to the individuals **whose names and addresses appear on the attached Exhibit A.**
- 6) Contractor/Agency agrees to submit a draft of any proposed publication to WPS that utilizes WPS student data for their review at least thirty (30) days prior to submission for publication, presentation, or use. All publications and/or presentations of data will anonymize results so that the district and its schools are not identified.
- 7) Contractor/Agency shall use WPS student data only for the specific purpose outlined in this agreement. All other uses by Contractor/Agency will require written consent by WPS.
- 8) Contractor/Agency shall hold harmless, defend and indemnify WPS, its officers, and employees, from any claim, cause of action, or losses suffered by WPS as a result of an intentional or negligent act or omission of Contractor/Agency, or Contractor/Agency's failure to comply with this Agreement or with the requirements of FERPA, HIPPA, or 201 CMR 17.00.

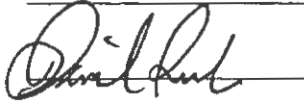
- 9) This Agreement may be amended in writing signed by individuals having authority to bind the parties. The Agreement shall continue in effect until terminated. Either party may terminate the Agreement by giving 30 calendar days written notice to the individual who signs this Agreement for the other party or his or her successor in office.

By signing below each party manifests its agreement to all of the provisions of this Agreement.

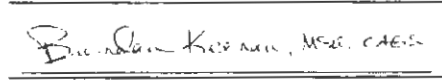
District: Worcester Public  
Schools

Contractor/Agency: Brendan Keenan

Signed:



Signed:



Printed  
Name:

David Perda

Printed Name:

Brendan Keenan

Title:

Chief Research &  
Accountability Officer

Title:

School Adjustment Counselor

**Exhibit A**

**Individuals Authorized to Access Student Information Under This Agreement**

1.     Name:        Brendan Keenan  
          Address:   13 Knowles Road  
          City/State: Worcester, MA 01602

2.     Name:        \_\_\_\_\_  
          Address:   \_\_\_\_\_  
          City/State: \_\_\_\_\_

3.     Name:        \_\_\_\_\_  
          Address:   \_\_\_\_\_  
          City/State: \_\_\_\_\_

4.     Name:        \_\_\_\_\_  
          Address:   \_\_\_\_\_  
          City/State: \_\_\_\_\_

5.     Name:        \_\_\_\_\_  
          Address:   \_\_\_\_\_  
          City/State: \_\_\_\_\_

**Agreement for Outside Contractor/Agency to access Worcester Public School Student data**

This Agreement is made by and between Clark University ("Contractor/Agency") and Worcester Public Schools ("WPS"). Contractor/Agency and WPS ("parties") agree as follows:

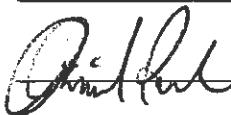
1. WPS appoints Contractor/Agency as a "school official" as that term is used in Title 34, Code of Federal Regulations, §§ 99.7(a)(3)(iii) and 99.31(a)(1), for the purpose of: identifying possible students for participation in the Main South college support program and tracking participating students and their peers in their progress through school. This would include access to home addresses and school assignment so as to determine eligible students residing in the Main South Promise Neighborhood area. And it would include students' grade level, demographic information, attendance, course levels (college, honors, or AP), and grades (GPA). WPS determines that Contractor/Agency has a "legitimate educational, research, or safety interest."
2. Contractor/Agency shall comply, as though it were the WPS, with all of the requirements of the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and the regulations adopted there under (34 C.F.R. 99) which address disclosure to third parties of record data. Access will be limited solely to the individuals whose names and addresses appear on the attached Exhibit A.
3. Contractor shall use any personally identifiable information obtained from the district only for the specific purpose stated in line 1. Contractor shall not re-disclose information to a non-WPS employee without written consent.
4. Contractor/Agency shall hold harmless, defend and indemnify WPS, its officers, and employees, from any claim, cause of action, or losses suffered by WPS as a result of an intentional or negligent act or omission of Contractor/Agency, or Contractor/Agency's failure to comply with this Agreement or with the requirements of FERPA. This provision shall survive any termination of this agreement.
5. Contractor/Agency shall use the information only for the specific purpose outlined in this agreement. All other uses by Contractor/Agency are prohibited.
6. This Agreement may be amended in writing signed by individuals having authority to bind the parties. The Agreement shall continue in effect until terminated. Either party may terminate the Agreement by giving 30 calendar days written notice to the individual who signs this Agreement for the other party or his or her successor in office. Upon termination of this agreement for any reason, Contractor/Agency shall return all information provided by WPS to WPS and shall destroy any copies

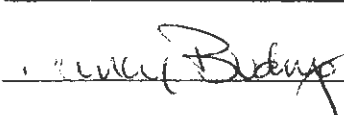
of the information which may be retained inadvertently or otherwise by Contractor/Agency.

By signing below each party manifests its agreement to all of the provisions of this Agreement.

District: Worcester Public Schools

Contractor/Agency: Clark University

Signed: 

Signed: 

Printed Name: David Perda

Printed Name: Nancy Budwig

Title: Chief Research and  
Accountability Officer

Title: Associate Provost, Dean of  
Research

## **Exhibit A**

### **Individuals Authorized to Receive Information Under This Agreement**

1.   name:                   Thomas Del Prete – Hiatt Center for Urban Education  
          address:           Clark University, 950 Main St.  
          City/State:       Worcester, MA 01610
  
2.   name:                   Andrea Allen – Hiatt Center for Urban Education  
          address:           Clark University, 950 Main St.  
          City/State:       Worcester, MA 01610



**Agreement for Outside Contractor/Agency to access  
Worcester Public School Student and Employee Data**

This Agreement is made by and between Clear Pond Technologies, Inc. ("Contractor/Agency") and the Worcester Public Schools ("WPS"). Contractor/Agency and WPS ("parties") agree as follows:

- 1) WPS appoints Contractor/Agency as a "school official" as that term is used in Title 34, Code of Federal Regulations, §§ 99.7(a)(3)(iii) and 99.31(a)(1), for the purpose of having access to WPS student and employee information. The WPS has engaged in a contract with Clear Pond Technologies to use a data management tool for use by district and school staff for collecting and storing information pertaining to teacher evaluations.

The WPS determines that Contractor/Agency has a "legitimate educational, research, operational or safety interest.

- 2) Contractor/Agency shall comply, as though it were the WPS, with all of the requirements of the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and the regulations adopted there under (34 C.F.R. 99) which address disclosure to third parties of record data, together with and G.L. c. 71, § 34H; G.L. c. 71B, § 3; 603 CMR 23.00; G.L. c. 93H and 201 CMR 17.00.
- 3) To effect the purposes of this Agreement, WPS may from time to time provide Contractor/Agency with certain personal identifiable information of WPS's faculty and employees that is regulated by various state and federal laws and regulations. The Contractor/Agency represents that it maintains appropriate data security measures, including a written information security policy, to protect WPS consistent with all applicable state and federal laws and regulations. Further, to protect the privacy of WPS data, the Contractor/Agency will, for so long as it retains WPS employee information (1) maintain the confidentiality of information as set forth in this Agreement; (2) limit access to data to Contractor/Agency employees, agents and subcontractors who need access to fulfill Contractor/Agency obligations hereunder; (3) require that its agents and subcontractors who have access to WPS employee data agree to abide by the same restrictions and conditions that apply to Contractor/Agency; (4) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of WPS employee information and protect against unauthorized access to or use of WPS employee data that could result in substantial harm or inconvenience to the WPS and/or its employees.
- 4) Access to WPS employee data will be limited solely to the individuals whose names and addresses appear on the attached Exhibit A.
- 5) Contractor/Agency shall use WPS employee data only for the specific purpose outlined in this agreement. All other uses by Contractor/Agency will require written consent by WPS.
- 6) Contractor/Agency shall hold harmless, defend and indemnify WPS, its officers, and employees, from any claim, cause of action, or losses suffered by WPS as a result of an intentional or negligent act or omission of Contractor/Agency, or Contractor/Agency's failure to comply with this Agreement or with the requirements of FERPA or G.L. c. 71, § 34H; G.L. c. 71B, § 3; 603 CMR 23.00; G.L. c. 93H and 201 CMR 17.00.

- 7) This Agreement may be amended in writing signed by individuals having authority to bind the parties. The Agreement shall continue in effect until terminated. Either party may terminate the Agreement by giving 30 calendar days written notice to the individual who signs this Agreement for the other party or his or her successor in office.

By signing below each party manifests its agreement to all of the provisions of this Agreement.

District: Worcester Public Schools

Contractor/Agency: Clear Pond Technologies, Inc

Signed: 

Signed: 

Printed Name: David Perda

Printed Name: CHRISTOPHER DUNN

Title: Chief Research &  
Accountability Officer

Title: PRESIDENT

Exhibit A

Individuals Authorized to Access WPS Employee Information Under This Agreement

1. Name: CHRIS DONN  
Address: 357 CENTRAL AVE  
City/State: NEEDHAM, MA 02494
2. Name: CHAD MIRMEILLI  
Address: 105 LAWTON ST.  
City/State: BROOKLINE, MA 02446
3. Name: TARA McNABB  
Address: 5 HAROLD AVE  
City/State: WILMINGTON, MA 01887
4. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_
5. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_

**Agreement for Outside Contractor/Agency to access  
Worcester Public School Student Data**

This Agreement is made by and between CliftonLarsonAllen ("Contractor/Agency") and the Worcester Public Schools ("WPS"). Contractor/Agency and WPS ("parties") agree as follows:

- 1) WPS appoints Contractor/Agency as a "school official" as that term is used in Title 34, Code of Federal Regulations, §§ 99.7(a)(3)(iii) and 99.31(a)(1), for the purpose of conducting an audit of the Special Education Cluster program as part of the City of Worcester's FY 14 Single Audit. One of the auditing procedures requires an examination of IEPs of a sample of students.

The WPS determines that Contractor/Agency has a "legitimate educational, research, or safety interest."

- 2) Contractor/Agency shall comply, as though it were the WPS, with all of the requirements of the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and the regulations adopted there under (34 C.F.R. 99) which address disclosure to third parties of record data.
- 3) To effect the purposes of this Agreement, WPS may from time to time provide Contractor/Agency with certain personal identifiable information of WPS's students that is regulated by various state and federal laws and regulations. The Contractor/Agency represents that it maintains appropriate data security measures, including a written information security policy, to protect WPS consistent with all applicable state and federal laws and regulations. Further, to protect the privacy of WPS data, the Contractor/Agency will, for so long as it retains WPS student information (1) maintain the confidentiality of information as set forth in this Agreement; (2) limit access to data to Contractor/Agency employees, agents and subcontractors who need access to fulfill Contractor/Agency obligations hereunder; (3) require that its agents and subcontractors who have access to student data agree to abide by the same restrictions and conditions that apply to Contractor/Agency; (4) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of WPS student information and protect against unauthorized access to or use of WPS student data that could result in substantial harm or inconvenience to the WPS.
- 4) Access to WPS student data will be limited solely to the individuals **whose names and addresses appear on the attached Exhibit A.**
- 5) Contractor/Agency agrees to submit a draft of any proposed publication to WPS that utilizes WPS student data for their review and approval at least thirty (30) days prior to submission for publication, presentation, or use.
- 6) Contractor/Agency shall use WPS student data only for the specific purpose outlined in this agreement. All other uses by Contractor/Agency will require written consent by WPS.
- 7) Contractor/Agency shall hold harmless, defend and indemnify WPS, its officers, and employees, from any claim, cause of action, or losses suffered by WPS as a result of an intentional or negligent act or omission of Contractor/Agency, or Contractor/Agency's failure to comply with this Agreement or with the requirements of FERPA, HIPPA, or 201 CMR 17.00.

- 8) This Agreement may be amended in writing signed by individuals having authority to bind the parties.
- 9) This Agreement shall continue in effect until August 30, 2014. Either party may terminate the Agreement beforehand by giving 30 calendar days written notice to the individual who signs this Agreement for the other party or his or her successor in office. Upon termination of the Agreement, all data provided by WPS to Contractor/Agency is to be destroyed or returned to the WPS. The Contractor/Agency may request an extension of the Agreement by submitting a request in writing to the WPS at least 15 days prior to the determination date.

By signing below each party manifests its agreement to all of the provisions of this Agreement.

District: Worcester Public Schools

Contractor/Agency: CliftonLarsonAllen

Signed: 

Signed: 

Printed Name: David Perda

Printed Name: Matthew Hunt

Title: Chief Research &  
Accountability Officer

Title: Principal

**Exhibit A**

**Individuals Authorized to Access Student Information Under This Agreement**

1.    Name: Evelyn Martucci (Clifton Larson Allen)  
      Address: 111 S. Bedford St., Suite 200  
      City/State: Burlington, MA 01803
  
2.    Name: \_\_\_\_\_  
      Address: \_\_\_\_\_  
      City/State: \_\_\_\_\_
  
3.    Name: \_\_\_\_\_  
      Address: \_\_\_\_\_  
      City/State: \_\_\_\_\_
  
4.    Name: \_\_\_\_\_  
      Address: \_\_\_\_\_  
      City/State: \_\_\_\_\_
  
5.    Name: \_\_\_\_\_  
      Address: \_\_\_\_\_  
      City/State: \_\_\_\_\_

**Agreement for Outside Contractor/Agency to access  
Worcester Public School Student Data for Research Purposes**

This Agreement is made by and between the MA Department of Higher Education GEAR UP office ("Contractor/Agency") and the Worcester Public Schools ("WPS"). Contractor/Agency and WPS ("parties") agree as follows:

- 1) WPS appoints Contractor/Agency as a "school official" as that term is used in Title 34, Code of Federal Regulations, §§ 99.7(a)(3)(iii) and 99.31(a)(1), for the purpose of

--identifying WPS students enrolled in the GEAR UP program,

--reviewing student record data for WPS students enrolled in the GEAR UP program,

--reviewing and analyzing data comparing WPS GEAR UP students with non-GEAR UP students on variables related to school achievement, postsecondary goals, and postsecondary enrollment

The WPS determines that Contractor/Agency has a "legitimate educational, research, or safety interest."

- 2) Contractor/Agency shall comply, as though it were the WPS, with all of the requirements of the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and the regulations adopted there under (34 C.F.R. 99) which address disclosure to third parties of record data.
- 3) To effect the purposes of this Agreement, WPS may from time to time provide Contractor/Agency with certain personal identifiable information of WPS's students, faculty and employees that is regulated by various state and federal laws and regulations. The Contractor/Agency represents that it maintains appropriate data security measures, including a written information security policy, to protect WPS consistent with all applicable state and federal laws and regulations. Further, to protect the privacy of WPS data, the Contractor/Agency will, for so long as it retains WPS student information (1) maintain the confidentiality of information as set forth in this Agreement; (2) limit access to data to Contractor/Agency employees, agents and subcontractors who need access to fulfill Contractor/Agency obligations hereunder; (3) require that its agents and subcontractors who have access to student data agree to abide by the same restrictions and conditions that apply to Contractor/Agency; (4) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of WPS student information and protect against unauthorized access to or use of WPS student data that could result in substantial harm or inconvenience to the WPS.
- 4) Access to WPS student data will be limited solely to the individuals **whose names and addresses appear on the attached Exhibit A.**
- 5) Contractor/Agency agrees to submit a draft of any proposed publication to WPS that utilizes WPS student data for their review at least thirty (30) days prior to submission for publication, presentation, or use. All WPS data intended for public-use will be reviewed and altered, if necessary, prior to publication to anonymize student-level information and reduce the risk of confidentiality breaches, either directly or through deductive analysis.

- 6) Contractor/Agency shall use WPS student data only for the specific purpose outlined in this agreement. All other uses by Contractor/Agency will require written consent by WPS.
- 7) Contractor/Agency shall hold harmless, defend and indemnify WPS, its officers, and employees, from any claim, cause of action, or losses suffered by WPS as a result of an intentional or negligent act or omission of Contractor/Agency, or Contractor/Agency's failure to comply with this Agreement or with the requirements of FERPA, HIPPA, or 201 CMR 17.00.
- 8) This Agreement may be amended in writing signed by individuals having authority to bind the parties. The Agreement shall continue in effect until terminated. Either party may terminate the Agreement by giving 30 calendar days written notice to the individual who signs this Agreement for the other party or his or her successor in office.

By signing below each party manifests its agreement to all of the provisions of this Agreement.

District: Worcester Public Schools

Contractor/Agency: MA Dept. of Higher Ed./GEAR UP

Signed: 

Signed: 

Printed Name: David Ferda

Printed Name: Robert E. Davis

Title: Chief Research & Accountability Officer

Title: GEAR UP Director



Exhibit A

Individuals Authorized to Receive Information Under This Agreement

1. Name: Robert Dais  
Address: 454 Broadway Suite 200  
City/State: REVERE, MA 02151
2. Name: Krista Cosco  
Address: 454 Broadway Suite 200  
City/State: Revere, MA 02151
3. Name: Charles Dervarics  
Address: 719 E. Timber Branch Pkwy.  
City/State: Alexandria, VA 22302
4. Name: Mary Fowler  
Address: 486 Chandler St.  
City/State: Worcester, MA 01602
5. Name: Katherine Santacruz  
Address: 454 Broadway Suite 200  
City/State: Revere, MA 02151

**Agreement for Outside Contractor/Agency to access  
Worcester Public School Student Data**

This Agreement is made by and between President and Fellows of Harvard College acting on behalf of the Harvard Graduate School of Education ("Contractor/Agency") and the Worcester Public Schools ("WPS").

Contractor/Agency and WPS ("parties") agree as follows:

- 1) WPS appoints Contractor/Agency as a "school official" as that term is used in Title 34, Code of Federal Regulations, §§ 99.7(a)(3)(iii) and 99.31(a)(1), for the purpose of using student-level data for conducting an evaluation of the Strategic Adolescent Reading Intervention (STARI).

The WPS determines that Contractor/Agency has a "legitimate educational, research, or safety interest.

- 2) Contractor/Agency shall comply, as though it were the WPS, with all of the requirements of the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and the regulations adopted there under (34 C.F.R. 99) which address disclosure to third parties of record data. In addition, contractor will comply with HIPPA which protects the confidentiality of any medical records and 201 CMR 17.00: Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth.
- 3) To effect the purposes of this Agreement, WPS may from time to time provide Contractor/Agency with certain personal identifiable information of WPS's students, faculty and employees that is regulated by various state and federal laws and regulations. The Contractor/Agency represents that it maintains appropriate data security measures, including a written information security policy, to protect WPS consistent with all applicable state and federal laws and regulations. Further, to protect the privacy of WPS data, the Contractor/Agency will, for so long as it retains WPS student information (1) maintain the confidentiality of information as set forth in this Agreement; (2) limit access to data to Contractor/Agency employees, agents and subcontractors who need access to fulfill Contractor/Agency obligations hereunder; (3) require that its agents and subcontractors who have access to student data agree to abide by the same restrictions and conditions that apply to Contractor/Agency; (4) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of WPS student information and protect against unauthorized access to or use of WPS student data that could result in substantial harm or inconvenience to the WPS.
- 4) Access to WPS student data will be limited solely to the individuals **whose names and addresses appear on the attached Exhibit A**. Use of WPS student data will be consistent with the Contractor/Agency's Institutional Research Board ("IRB") policies regarding scientific/research integrity and human subjects research. Contractor/Agency Researchers can gain access to WPS PII by demonstrating to the Contractor/Agency signatory on this agreement that they require the data for legitimate research purposes and by signing and adhering the Contractor/Agency's *Confidentiality and Privacy Policy*. Students at the Contractor/Agency may gain access to WPS student data under the supervision of a Contractor/Agency Researcher. The Contractor/Agency Researcher will ensure that the student meets all the conditions of this agreement. The student must also sign and adhere to the Contractor/Agency's *Confidentiality and Privacy Policy*. All WPS data intended for public-use will be reviewed and altered, if necessary,

prior to publication to anonymize student-level information and reduce the risk of confidentiality breaches, either directly or through deductive analysis.

- 5) Contractor/Agency agrees to submit a draft of any proposed publication to WPS that utilizes WPS student data for their review at least thirty (30) days prior to submission for publication, presentation, or use.
- 6) Contractor/Agency shall use WPS student data only for the specific purpose outlined in this agreement. All other uses by Contractor/Agency will require written consent by WPS.
- 7) Contractor/Agency shall hold harmless, defend and indemnify WPS, its officers, and employees, from any claim, cause of action, or losses suffered by WPS as a result of an intentional or negligent act or omission of Contractor/Agency, or Contractor/Agency's failure to comply with this Agreement or with the requirements of FERPA, HIPPA, or 201 CMR 17.00.
- 8) This Agreement may be amended in writing signed by individuals having authority to bind the parties. The Agreement shall continue in effect until terminated. Either party may terminate the Agreement by giving 30 calendar days written notice to the individual who signs this Agreement for the other party or his or her successor in office.

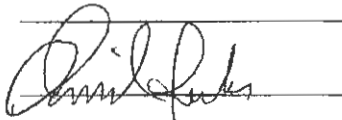
By signing below each party manifests its agreement to all of the provisions of this Agreement.

District: Worcester Public Schools

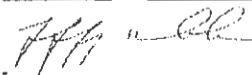
Contractor/Agency: President and Fellows

Harvard College

Signed:



Signed:



Tiffany B. Blackman  
2012.09.12 12:59:57 -04'00'

Printed Name: David Perda

Printed Name: Tiffany B. Blackman

Title: Chief Research &  
Accountability Officer

Title: Grants and Contracts Officer,  
Manager of International  
Operations

## Exhibit A

### Individuals Authorized to Access Student Information Under This Agreement

1.     Name:       \_\_\_James Kim, professor  
       Address:    \_\_\_Harvard Graduate School of Education, Larsen Hall  
       City/State:  \_\_\_14 Appian Way, Cambridge, MA 02138\_\_\_\_\_
  
2.     Name:       \_\_\_Paola Uccelli, professor  
       Address:    \_\_\_Harvard Graduate School of Education, Larsen Hall  
       City/State:  \_\_\_14 Appian Way, Cambridge, MA 02138\_\_\_\_\_
  
3.     Name:       \_\_\_Jennifer Thomson, professor\_  
       Address:    \_\_\_Harvard Graduate School of Education, Larsen Hall  
       City/State:  \_\_\_14 Appian Way, Cambridge, MA 02138\_\_\_\_\_
  
4.     Name:       \_\_\_Catherine Snow, professor\_\_\_\_\_  
       Address:    \_\_\_Harvard Graduate School of Education, Larsen Hall  
       City/State:  \_\_\_14 Appian Way, Cambridge, MA 02138\_\_\_\_\_
  
5.     Name:       \_\_\_Stacie Beland, Data Coordinator\_  
       Address:    \_\_\_Harvard Graduate School of Education, Larsen Hall  
       City/State:  \_\_\_14 Appian Way, Cambridge, MA 02138\_\_\_\_\_
  
6.     Name:       \_\_\_Kristen Smith, STARI Research Assistant\_  
       Address:    \_\_\_Harvard Graduate School of Education, Larsen Hall  
       City/State:  \_\_\_14 Appian Way, Cambridge, MA 02138\_\_\_\_\_
  
7.     Name:       \_\_\_Hazel Inglis, CCDD Research Assistant\_  
       Address:    \_\_\_Harvard Graduate School of Education, Larsen Hall  
       City/State:  \_\_\_14 Appian Way, Cambridge, MA 02138\_\_\_\_\_

**Updated Exhibit A**  
**December 2, 2014**

1. **Name:** James Kim, professor  
**Address:** Harvard Graduate School of Education, Larsen Hall  
**City/State:** 14 Appian Way, Cambridge, MA 02138
2. **Name:** Paola Uccelli, professor  
**Address:** Harvard Graduate School of Education, Larsen Hall  
**City/State:** 14 Appian Way, Cambridge, MA 02138
3. **Name:** Catherine Snow, professor  
**Address:** Harvard Graduate School of Education, Larsen Hall  
**City/State:** 14 Appian Way, Cambridge, MA 02138
4. **Name:** Maria LaRusso, Project Director  
**Address:** Harvard Graduate School of Education, Larsen Hall  
**City/State:** 14 Appian Way, Cambridge, MA 02138
5. **Name:** McCaila Ingold-Smith, Research Project Manager  
**Address:** Harvard Graduate School of Education, Larsen Hall  
**City/State:** 14 Appian Way, Cambridge, MA 02138
6. **Name:** Monica Yudron, Data Analyst  
**Address:** Harvard Graduate School of Education, Larsen Hall  
**City/State:** 14 Appian Way, Cambridge, MA 02138
7. **Name:** Ha Yeon Kim, Data Analyst  
**Address:** Harvard Graduate School of Education, Larsen Hall  
**City/State:** 14 Appian Way, Cambridge, MA 02138

## Perda, David

---

**From:** Blackman, Tiffany <tiffany\_blackman@harvard.edu>  
**Sent:** Friday, December 05, 2014 3:47 PM  
**To:** Perda, David  
**Cc:** Maria LaRusso; Sargent, Donna; Page, Helen; McCaila Ingold-Smith  
**Subject:** RE: FW: Worcester-Harvard NDA

David,

Many thanks for accepting this updated list to our agreement. We have coordinated internally and we shall make sure to keep WPS updated with any future changes to this list.

Please let me know if there is any additional documentation needed to enact this change.

Thanks again.

Best,  
Tiffany

### TIFFANY B. BLACKMAN

Grants and Contracts Officer, Manager of International Operations



Harvard University | Office for Sponsored Programs (OSP)  
Harvard Global Research and Support Services, Inc. (HG)  
1350 Massachusetts Avenue, Smith Campus Center 603  
Cambridge, MA 02138 USA | T 617.495.2849 | F 617.496.2524  
<http://osp.fad.harvard.edu>  
[tiffany\\_blackman@harvard.edu](mailto:tiffany_blackman@harvard.edu)  
[tiffany\\_blackman@harvardglobal.org](mailto:tiffany_blackman@harvardglobal.org)

---

**From:** Perda, David [mailto:PerdaD@worc.k12.ma.us]  
**Sent:** Tuesday, December 02, 2014 11:51 AM  
**To:** McCaila Ingold-Smith  
**Cc:** Blackman, Tiffany; Maria LaRusso; Sargent, Donna  
**Subject:** RE: FW: Worcester-Harvard NDA

Thanks McCaila. This is fine. We'll go ahead and add the document you sent to the existing agreement along with a copy of this email. If Ms. Blackman has any objections, she should notify me immediately.

Moving forward, the University should be mindful of the individuals covered under the agreement as turnover occurs in your organization. Only the seven individuals identified in the data agreement are authorized to have access to protected WPS student data.

Thanks,

David

---

David Perda

Chief Research and Accountability Officer  
Worcester Public Schools  
20 Irving Street  
Worcester, MA 01609  
Tel: 508-799-3060

**From:** McCaila Ingold-Smith [<mailto:mingoldsmith@serpinstitute.org>]

**Sent:** Tuesday, December 02, 2014 11:35 AM

**To:** Perda, David

**Cc:** [tiffany\\_blackman@harvard.edu](mailto:tiffany_blackman@harvard.edu); Maria LaRusso

**Subject:** Re: FW: Worcester-Harvard NDA

Hi David,

Thank you for bringing this to my attention. Four of the individuals listed on the agreement have left our organization, and we'd like to include their replacements.

I apologize, I was unable to edit the document you sent, but I have included the updated list here as a Word Document. Tiffany, if you have the original, I'd be happy to update it directly

Please let me know if you have any questions about this,  
McCaila

On Mon, Dec 1, 2014 at 11:08 AM, Perda, David <[PerdaD@worc.k12.ma.us](mailto:PerdaD@worc.k12.ma.us)> wrote:

Hi McCaila,

Can you please review the attached data agreement between the Worcester Public Schools (WPS) and Harvard University to make sure it is still up-to-date? In particular, I'd like for you to confirm that only those individuals on your research team listed in Exhibit A have access to protected WPS student information. If you would like to update the agreement, please let me know.

Thanks,

David

---

David Perda

Chief Research and Accountability Officer

Worcester Public Schools

20 Irving Street

Worcester, MA 01609

Tel: [508-799-3060](tel:508-799-3060)

**From:** Perda, David  
**Sent:** Wednesday, November 28, 2012 3:18 PM  
**To:** 'Stacie Beland'  
**Subject:** RE: Worcester-Harvard NDA

Hi Stacie, Here you go! David

**From:** Stacie Beland [<mailto:sbeland@serpinstitute.org>]  
**Sent:** Tuesday, November 27, 2012 9:48 AM  
**To:** Perda, David  
**Subject:** Fwd: Worcester-Harvard NDA

Dear David,

I'm catching up on paperwork, and though I do have the signed copy of the SERP-WPS agreement, I cannot find signed copies of the attached NDA. Would you be able to forward me one? Many thanks!

Best,  
Stacie

----- Forwarded message -----

**From:** Jennifer Winsor <[jenniferjwinsor@gmail.com](mailto:jenniferjwinsor@gmail.com)>  
**Date:** Thu, Sep 13, 2012 at 10:51 AM  
**Subject:** Worcester-Harvard NDA  
**To:** [gribouskid@worc.k12.ma.us](mailto:gribouskid@worc.k12.ma.us), "Perda, David" <[perdad@worc.k12.ma.us](mailto:perdad@worc.k12.ma.us)>  
**Cc:** Catherine Snow <[snowcat249@gmail.com](mailto:snowcat249@gmail.com)>, Stacie Beland <[sbeland@serpinstitute.org](mailto:sbeland@serpinstitute.org)>, McCaila Ingold-Smith <[mingoldsmith@serpinstitute.org](mailto:mingoldsmith@serpinstitute.org)>

Hi David and Dolores,



Please find the NDA attached to this email. It can be returned to Stacie Beland after being signed.

Best,

Jen

--

**Jennifer Winsor**

Assistant Project Director  
*Catalyzing Comprehension  
Through Debate and Discussion*  
7 Appian Way  
Larsen Hall, Room 310  
Harvard University  
Cambridge, MA 02138  
(C) [202-603-1680](tel:202-603-1680)

(O) [617-495-7369](tel:617-495-7369)

(F) [617-495-5771](tel:617-495-5771)

[jwinsor@serpinstitute.org](mailto:jwinsor@serpinstitute.org)

--

*NOTICE: The contents of this message, including any attachments, are confidential and are intended solely for the use of the addressee of this message. If you are not the intended recipient of this message, be advised that any dissemination, distribution, or use of the contents of this message is prohibited. If you received this message in error, please notify the sender. Please also permanently delete all copies of the original message and any attachments.*

--

McCaila Ingold-Smith  
Research Project Manager  
SERP Institute  
Harvard University  
857.259.7923  
[mingoldsmith@serpinstitute.org](mailto:mingoldsmith@serpinstitute.org)

**Agreement for Outside Contractor/Agency to access  
Worcester Public School Student Data**

This Agreement is made by and between Headsprout, Inc. ("Contractor/Agency") and Worcester Public Schools ("WPS"). Contractor/Agency and WPS ("parties") agree as follows:

- 1) WPS appoints Contractor/Agency as a "school official" as that term is used in Title 34, Code of Federal Regulations, §§ 99.7(a)(3)(iii) and 99.31(a)(1), for the purpose of having access to WPS student data for carrying out analyses of the effectiveness of the MimioSprout program. MimioReading is an on-line program used with for instructional purposes with students from the mid-second to mid-fourth grade reading levels.

The WPS determines that Contractor/Agency has a "legitimate educational, research, or safety interest.

- 2) Contractor/Agency shall comply, as though it were the WPS, with all of the requirements of the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and the regulations adopted there under (34 C.F.R. 99) which address disclosure to third parties of record data.
- 3) To effect the purposes of this Agreement, WPS may from time to time provide Contractor/Agency with certain personal identifiable information of WPS's students that is regulated by various state and federal laws and regulations. The Contractor/Agency represents that it maintains appropriate data security measures, including a written information security policy, to protect WPS consistent with all applicable state and federal laws and regulations. Further, to protect the privacy of WPS data, the Contractor/Agency will, for so long as it retains WPS student information (1) maintain the confidentiality of information as set forth in this Agreement; (2) limit access to data to Contractor/Agency employees, agents and subcontractors who need access to fulfill Contractor/Agency obligations hereunder; (3) require that its agents and subcontractors who have access to student data agree to abide by the same restrictions and conditions that apply to Contractor/Agency; (4) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of WPS student information and protect against unauthorized access to or use of WPS student data that could result in substantial harm or inconvenience to the WPS.
- 4) Access to WPS student data will be limited solely to the individuals **whose names and addresses appear on the attached Exhibit A.**
- 5) Contractor/Agency agrees to submit a draft of any proposed publication to WPS that utilizes WPS student data for their review and approval at least thirty (30) days prior to submission for publication, presentation, or use.
- 6) Contractor/Agency shall use WPS student data only for the specific purpose outlined in this agreement. All other uses by Contractor/Agency will require written consent by WPS.
- 7) Contractor/Agency shall hold harmless, defend and indemnify WPS, its officers, and employees, from any claim, cause of action, or losses suffered by WPS as a result of an intentional or negligent act or omission of Contractor/Agency, or Contractor/Agency's failure to comply with this Agreement or with the requirements of FERPA, HIPPA, or 201 CMR 17.00.

- 8) This Agreement may be amended in writing signed by individuals having authority to bind the parties. The Agreement shall continue in effect until terminated. Either party may terminate the Agreement by giving 30 calendar days written notice to the individual who signs this Agreement for the other party or his or her successor in office.

By signing below each party manifests its agreement to all of the provisions of this Agreement.

District: Worcester Public Schools

Contractor/Agency: Headsprout, Inc

Signed: 

Signed: 

Printed Name: David Perda

Printed Name: Manuel Perez

Title: Chief Research &  
Accountability Officer

Title: General Manager

## Exhibit A

### Individuals Authorized to Access Student Information Under This Agreement

1. Name: Chris Miessler  
Address: 617 Eastlake Avenue E, Floor 1  
City/State: Seattle, WA 98109
  
2. Name: Zach Layng  
Address: 617 Eastlake Avenue E, Floor 1  
City/State: Seattle, WA 98109
  
3. Name: Patrick Marcotte  
Address: 617 Eastlake Avenue E, Floor 1  
City/State: Seattle, WA 98109
  
4. Name: Janet Webb  
Address: 617 Eastlake Avenue E, Floor 1  
City/State: Seattle, WA 98109
  
5. Name: Danielle Gunnoe  
Address: 617 Eastlake Avenue E, Floor 1  
City/State: Seattle, WA 98109

Name: Marta Leon  
Address: 617 Eastlake Avenue E, Floor 1  
City/State: Seattle, WA 98109  
Name: Kimberley Bynoe  
Address: 617 Eastlake Avenue E, Floor 1  
City/State: Seattle, WA 98109  
Name: Andrew Mauriello  
Address: 1 Charles Park, 1st Floor  
City/State: Cambridge, MA 02142-1254

**Agreement for Outside Contractor/Agency to access  
Worcester Public School Student Data**

This Agreement is made by and between Houghton Mifflin Harcourt (HMH) ("Contractor/Agency") and Worcester Public Schools ("WPS"). Contractor/Agency and WPS ("parties") agree as follows:

- 1) WPS appoints Contractor/Agency as a "school official" as that term is used in Title 34, Code of Federal Regulations, §§ 99.7(a)(3)(iii) and 99.31(a)(1), for the purpose of having access to student-level data through the HMH Go Math Program. The Go Math Program includes an interactive online student edition and an online teacher dashboard. Student data for the program are stored on HMH servers.

The WPS determines that Contractor/Agency has a "legitimate educational, research, or safety interest

- 2) Contractor/Agency shall comply, as though it were the WPS, with all of the requirements of the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and the regulations adopted there under (34 C.F.R. 99) which address disclosure to third parties of record data.
- 3) To effect the purposes of this Agreement, WPS may from time to time provide Contractor/Agency with certain personal identifiable information of WPS's students, faculty and employees that is regulated by various state and federal laws and regulations. The Contractor/Agency represents that it maintains appropriate data security measures, including a written information security policy, to protect WPS consistent with all applicable state and federal laws and regulations. Further, to protect the privacy of WPS data, the Contractor/Agency will, for so long as it retains WPS student information (1) maintain the confidentiality of information as set forth in this Agreement; (2) limit access to data to Contractor/Agency employees, agents and subcontractors who need access to fulfill Contractor/Agency obligations hereunder; (3) require that its agents and subcontractors who have access to student data agree to abide by the same restrictions and conditions that apply to Contractor/Agency; (4) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of WPS student information and protect against unauthorized access to or use of WPS student data that could result in substantial harm or inconvenience to the WPS.
- 4) Access to WPS student data will be limited solely to the individuals **whose names and addresses appear on the attached Exhibit A.**
- 5) Contractor/Agency agrees to submit a draft of any proposed publication to WPS that utilizes WPS student data for their review at least thirty (30) days prior to submission for publication, presentation, or use.
- 6) Contractor/Agency shall use WPS student data only for the specific purpose outlined in this agreement. All other uses by Contractor/Agency will require written consent by WPS.
- 7) Contractor/Agency shall hold harmless, defend and indemnify WPS, its officers, and employees, from any claim, cause of action, or losses suffered by WPS as a result of an intentional or negligent act or omission of Contractor/Agency, or Contractor/Agency's failure to comply with this Agreement or with the requirements of FERPA, HIPPA, or 201 CMR 17.00.

- 8) This Agreement may be amended in writing signed by individuals having authority to bind the parties. The Agreement shall continue in effect until terminated. Either party may terminate the Agreement by giving 30 calendar days written notice to the individual who signs this Agreement for the other party or his or her successor in office.

By signing below each party manifests its agreement to all of the provisions of this Agreement.

District: Worcester Public Schools

Contractor/Agency: Houghton Mifflin Harcourt

Signed: 

Signed: 

Printed Name: David Perda

Printed Name: Shawn Weirather

Title: Chief Research &  
Accountability Officer

Title: Senior Director, HMH Business Desk

## Exhibit A

### Individuals Authorized to Access Student Information Under This Agreement

1. Name: See attached HMH Privacy Policy

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

2. Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

3. Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

4. Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

5. Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_





## Privacy Policy for K–12 Learning Platforms

Houghton Mifflin Harcourt Publishing Company ("HMH," "we" or "us") provides educational materials and related services, via a set of online learning platforms. The following privacy policy governs our privacy practices for each learning platform that links to this policy.

We are also a proud signatory of the Software and Information Industry Association (SIIA) and Future Privacy Forum (FPF) School Service Provider Pledge. Our privacy policy for K-12 Learning Platforms is fully aligned to the ***School Service Provider Pledge*** and addresses the specific needs of K–12 students.

### 1. Our Commitment to Privacy

We have created our learning platform to assist schools in providing personalized and rewarding online educational experiences to their students. We believe that transparent and strong privacy practices foster these experiences, and we provide this privacy policy in that spirit.

### 2. Our Compliance With COPPA And FERPA

Our learning platform is designed for schools and teachers working with K–12 students. We recognize the sensitive nature of personal information concerning students under age 13, and concerning K–12 students generally, where the information is contained in a school's educational records. This personal information is protected under either or both of the following federal statutes: the Children's Online Privacy Protection Act ("COPPA") and the Family Educational Rights and Privacy Act, including the Protection of Pupil Rights Amendment ("FERPA"). Our privacy practices comply with both COPPA and FERPA.

### 3. The Scope of Our Privacy Policy

This privacy policy governs our privacy practices with respect to all personal information that our users submit, or that we collect in connection with our learning platform. This policy governs not only our practices with respect to students' personal information, but also with respect to the personal information of teachers and school administrators who use our learning platform.

#### **4. Consent from Schools regarding Students' Personal Information**

COPPA permits a school, acting in the role of "parent," to provide required consents regarding personal information of students who are under the age of 13. Where a school is the subscriber to our learning platform, we rely on this form of COPPA consent. We provide the school with this privacy policy, to ensure that the school, in providing its COPPA consent, has full information and assurance that our practices comply with COPPA.

FERPA permits a school to provide educational records (including those that contain students' personal information) to certain service providers without requiring the school to obtain specific parental consent. FERPA permits this where the service provider acts as a type of "school official" by performing services, for example, that would otherwise be performed by the school's own employees. We fulfill FERPA requirements for qualifying as a school official by, among other steps, giving the school direct control with respect to the use and maintenance of the education records at issue (including associated personal information), and refraining from re-disclosing or using this personal information except for purposes of providing our learning platform to the school. We comply with FERPA by relying on this form of consent.

#### **5. Consents from Other Users**

We also obtain consents regarding personal information of users other than students (such as teachers and school administrators). To obtain these consents we (a) notify the users of our privacy practices by including links to this privacy policy within our learning platform, and (b) rely on their continued use of our learning platform to indicate their consent to this privacy policy.

#### **6. The Types of User Information We Collect**

We limit our collection of personal information to no more than is reasonably necessary for the user at issue to participate in our learning platform. Specifically, we collect the following types of information:

- **School Administrator Information:** we collect registration information from a school administrator when the school administrator activates the school's subscription account, which may include the school administrator's own first and last name, business address and phone number, date of birth, email address, and username;
- **Teacher Information:** we collect registration information from a teacher or school administrator when the teacher (or school administrator) activates the teacher's account, which may include the teacher's first and last name, business address and phone number, date of birth, email address, and username; additionally, we may collect information that constitutes Performance Review Data;
- **Student Information:** we collect registration information from a teacher or school administrator when the teacher (or school administrator) activates the account of an individual student, which may include the

- student's first and last name, email address, username and other information which may include gender, race, and ethnicity;**
- **Schoolwork Information:** we collect information contained in student homework, assignments, student compositions and reports, tests, test results, grades, and other exchanges over our learning platform;
- **User-Generated Content:** we collect information that students and other users provide in connection with submitting user-generated content, and participating in collaborative features of our learning platform (where applicable). Examples of user-generated content that might contain personal information include stories, responses to teacher assignments (either in text, image, audio, or video format), drawings that allow text or free-hand entry of information, and other information provided in open-text and open-form fields; and
- **Usage Information:** we collect usage, viewing, analytics, and technical data, including device identifiers and IP addresses, relating to users of our learning platform.

If we discover that we have collected information in a manner inconsistent with the requirements of COPPA or FERPA, we will either (a) delete the information or (b) promptly seek requisite consents before taking further action concerning the information.

## **7. How We Collect Personal Information**

Our learning platform collects personal information in three ways. First, school administrators and teachers provide personal information during the registration process. Second, teachers and students submit personal information during the normal operation of our learning platform. They submit this information, for example, when creating and responding to teaching assignments, and otherwise engaging in educational and other activities available on our learning platform. Finally, we collect usage information through technology, such as cookies, flash cookies, web beacons, and persistent identifiers. This collection of usage information takes place, for example, when a student or other user visits our learning platform, and during the activities in which the user engages. Certain features (or all features) of our learning platform may be hosted on third party sites, and in those instances the collection activities described above are undertaken by this third party, under our direction and control and consistent with this privacy policy.

## **8. How We Use Personal Information**

We use personal information for the following purposes:

- **To provide users with the content and features available through our learning platform;**
- **To communicate with school administrators and teachers about the applicable subscription account or transactions with us, and to send information about our learning platform's features and, where applicable, changes to these features;**
- **To personalize our learning platform's content and experiences for students, teachers, and other users of the platform; and**
- **To detect, investigate and prevent activities that may violate our policies or be illegal.**

We do not as a rule allow third-party operators to collect personal information or usage information through persistent identifiers on our learning platform for any purposes other than the internal operations of our platform.

Finally, we de-identify usage information in accordance with COPPA and FERPA, and use this de-identified information to develop, evaluate, and provide improved educational products and services, as permitted under COPPA and FERPA. To the extent we collect information that constitutes Performance Review Data, we protect such information as personal information in accordance with this Privacy Policy.

## **9. We Do Not Share Personal Information Beyond Our Learning Platform Except In Specific, Limited Circumstances**

We use personal information for our internal purposes only, with the following limited exceptions. First, we share information with our service providers if necessary for them to perform a business, professional, or technology support function for us. In instances where we engage service providers for these purposes, we require them to comply with this privacy policy. Second, we disclose personal information:

- In response to the request of a law enforcement agency or other authorized public agency, including a request by a children's services agency or by the school at issue;
- To protect the security or integrity of our learning platform and associated applications and technology, as well as the technology of our service providers;
- To enable us to take precautions against liability, enforce legal rights, and to detect, investigate and prevent activities that violate our policies or that are illegal;
- If we are directed to do so by a subscribing school in connection with an investigation related to public safety, the safety of a student, or the violation of a school policy; and
- In other cases if we believe in good faith that disclosure is required by law.

## **10. How We Protect Personal Information**

We have implemented and maintain technical, administrative and physical security controls that are designed to protect the security, confidentiality and integrity of personal information collected through our learning platform from unauthorized access, disclosure, use or modification. Our information security controls comply with reasonable and accepted industry practice, as well as requirements under COPPA and FERPA. We diligently follow these information security controls and periodically review and test our information security controls to keep them current.

### **10.1 Information Security Procedures. We will:**

- **Standard of Care.** Keep and maintain all personal information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, modification, or disclosure;
- **Use for School Purposes Only.** Collect, use, and disclose personal information solely and exclusively for the purposes for which you provided the personal information, or access to it to us, and not use, sell, rent, transfer, distribute, modify, data mine, or otherwise disclose or make available personal information for our own purposes or for the benefit of anyone other than the school, without the school's prior written consent;
- **Non-Disclosure.** Not, directly or indirectly, disclose personal information to any person other than our employees and service providers who have a need to know, without express written consent from the school;
- **No Commingling.** Segregate (via logical, database, or physical segregation) personal information

from our other information or our other customers so that a school's users' personal information is not commingled with any other types of information not related to the school;

- **Employee Training.** Provide appropriate privacy and information security training to our employees.
- **Transport Security.** Use Transport Layer Security (TLS) for the transmission of all user data to and from our learning platform; and
- **Secure Storage.** Use industry standard file encryption for user data that is subject to protection under either COPPA, FERPA, or both. Where file encryption is not reasonably feasible, we employ other industry standard safeguards, protections, and countermeasures to protect such data, including authentication and access controls within media, applications, operating systems and equipment.

**10.2 Data Location and Security.** We use cloud service providers in the delivery and operation of our learning platform(s), and data (including personal information) is stored on the servers of our cloud service providers. Our contracts with our cloud service providers requires them to implement reasonable and appropriate measures designed to secure content against accidental or unlawful loss, access, or disclosure. Our cloud service providers have at least the following security measures in place for their networks and systems: (i) secure HTTP access (HTTPS) points for customer access, (ii) built-in firewalls, (iii) tested incident response program, (iv) resilient infrastructure and computing environments, (v) ITIL based patch management system, (vi) high physical security based on SSAE-16 standards, and (vii) documented change control processes. To the extent we store personal information internally on our servers, we comply with the information security controls set out in Section 10.1.

**10.3 Data Breach Response.** In the event of a security breach involving Personal Information, we will take prompt steps to mitigate the breach, evaluate and respond to the intrusion, and cooperate and assist schools and other subscribers in efforts with respect to (i) responding to the breach, including the provision of notices to data subjects; and (ii) engaging mutually agreeable auditors or examiners in connection with the security breach, subject to reasonable notice, access and confidentiality limitations.

## **11. Access and Control of Personal Information**

School administrators and (where applicable) teachers hold access to personal information of the students for whom they are responsible, and they are able to update this information in the manner permitted by our learning platform. School administrators and teachers are similarly able to access and update their own personal information. The parents of a student can obtain access — through their child's school — to information concerning their child that is available on our learning platform. To do so, the parent should follow the school's procedures for access under FERPA. We cooperate with and facilitate the school's response to these access requests. Where the school's procedures do not apply to the parent's access request (and the request is otherwise proper), we will ourselves fulfill the request if and as required by law. After fulfilling an access request, we will update and (where necessary) correct the personal information at issue, as requested by the school or individual entitled to such access. We limit access to personal information to only those employees (i) who have a need to know such information, and (ii) who use the information only for the educational purposes of operating our learning platform and delivering our services.

## **12. Our Retention and Deletion of Personal Information**

We retain personal information of users of our learning platform (i) for so long as reasonably necessary (ii) to permit the user to participate in the platform, (iii) to ensure the security of our users and our services, or (iv) as required by law or contractual commitment. After this period has expired, we will delete the personal information from our systems. Please understand that these deletion periods apply to personal information and do not apply to de-identified information. We retain de-identified information in accordance with our standard practices for similar information, and do not retain or delete such information in accordance with this policy.

In addition, if requested by a school, we will delete from our platform the personal information of the school's users, including its teachers and students, as the school directs. Deleting this information will prevent the school user from engaging in some or all features of our learning platform.

### 13. NY Parents' Bill of Rights for Data Privacy and Security

The New York Parents' Bill of Rights for Data Privacy and Security (the "**Privacy Bill of Rights**") addresses the relationship between schools and their third party contractors in addition to the schools' relationships with parents. The only elements of the Privacy Bill of Rights that are incorporated herein are those provisions directed to third party contractors ("**Contractor Privacy Provisions**"). HMH agrees to comply with the Contractor Privacy Provisions for schools in the State of New York. In the event of a direct conflict between this Privacy Policy and the Privacy Bill of Rights, the Privacy Bill of Rights will control. The full text of the Privacy Bill of Rights is available at <http://www.p12.nysed.gov/docs/parents-bill-of-rights.pdf>.

### 14. Definitions

"De-identified information" means information that meets each of the following criteria: the information (i) does not identify a particular natural person; (ii) does not identify, by network Internet Protocol address, raw hardware serial number, or raw MAC address, a particular device or computer associated with or used by a person; (iii) does not identify the school at issue by name or address; and (iv) is not reasonably linkable to a particular natural person or school because of technical, legal, or other controls.

"Learning platform" means any HMH learning platform that links to this privacy policy.

"Parent" means a parent or legal guardian of a student.

"Performance Review Data" means professional performance review data of teachers related to the teacher's effectiveness in the classroom and other measurements based upon factors including, but not limited to, student achievement or growth on state assessments or examinations, classroom observations by peers, classroom observations by trained evaluators, evaluation of lesson plans and other indicia of teacher practices. Performance Review Data includes annual professional performance data, as defined under New York state law.

"Personal Information" means information that identifies a natural person, as specified in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, including the Protection of Pupil Rights Amendment ("FERPA") and the Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501–6506 ("COPPA").



"Student" means an individual receiving educational instruction via our learning platform. The term "student" includes individuals within the K–12 age group, and individuals who are children under the age of 13.

"Usage Information" means information that does not directly identify a particular person, but that may be linkable to a particular computer or device (via a unique device ID or otherwise).

"We" or "us" or "our" refers to HMH.

## **15. Contact Us**

You may contact us with questions or concerns with respect to this Privacy Policy at the following addresses:  
***privacy@hnhco.com***

## **16. Do Not Track**

Our learning platform does not change its behavior when receiving the "Do Not Track" signal from browser software.

## **17. Effective Date**

The effective date of this Privacy Policy is September 1, 2014.

Agreement for Outside Contractor/Agency to access  
Worcester Public School Student and Employee Data

This Agreement is made by and between Lexia Learning Systems LLC ("Contractor/Agency") and the Worcester Public Schools ("WPS"). Contractor/Agency and WPS ("parties") agree as follows:

- 1) WPS appoints Contractor/Agency as a "school official" as that term is used in Title 34, Code of Federal Regulations, §§ 99.7(a)(3)(ii) and 99.31(a)(1), for the purpose of having access to WPS student and employee information. The WPS has engaged in a contract with Lexia Learning Systems LLC, to use Lexia Reading Core 5, an online program used by students in grades PK-5 that provides instruction and practice in reading. The program tailors itself to each student's needs. Performance and usage data is captured and provided to educators via myLexia, an online portal for managing student accounts and viewing reports. Printable, online Lexia Lessons (lesson plans for teachers) and Lexia Skill Builders (paper and pencil practice sheets) are provided based on student need.

The WPS determines that Contractor/Agency has a "legitimate educational, research, operational or safety interest."

- 2) Contractor/Agency shall comply, as though it were the WPS, with all of the requirements of the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and the regulations adopted there under (34 C.F.R. 99) which address disclosure to third parties of record data, together with and G.L. c. 71, § 34H; G.L. c. 71B, § 3; 603 CMR 23.00; G.L. c. 93H and 201 CMR 17.00.
- 3) To affect the purposes of this Agreement, WPS may from time to time provide Contractor/Agency with certain personal identifiable information of WPS's students, faculty and employees that is regulated by various state and federal laws and regulations. The Contractor/Agency represents that it maintains appropriate data security measures, including a written information security policy, to protect WPS data consistent with all applicable state and federal laws and regulations. Further, to protect the privacy of WPS data, the Contractor/Agency will, for so long as it retains WPS student and employee information (1) maintain the confidentiality of information as set forth in this Agreement, (2) limit access to data to Contractor/Agency employees, agents and subcontractors who need access to fulfill Contractor/Agency obligations hereunder; (3) require that its agents and subcontractors who have access to WPS student and employee data agree to abide by the same restrictions and conditions that apply to Contractor/Agency; (4) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of WPS student and employee information and protect against unauthorized access to or use of WPS student and employee data that could result in substantial harm or inconvenience to the WPS and/or its employees.
- 4) Access to WPS student and employee data will be limited solely to the individuals in the following roles:
  - (1) Customer Support
  - (2) Hosting
  - (3) Database development
  - (4) Data Analysis
  - (5) Reseller: Jean Welsh
- 5) Contractor/Agency shall use WPS student and employee data only for the specific purpose outlined in this agreement. All other uses by Contractor/Agency will require written consent by WPS.



- 6) Contractor/Agency shall hold harmless, defend and indemnify WPS, its officers, and employees, from any claim, cause of action, or losses suffered by WPS as a result of an intentional or negligent act or omission of Contractor/Agency, or Contractor/Agency's failure to comply with this Agreement or with the requirements of FERPA or G.L. c. 71, § 34H; G.L. c. 71B, § 3; 603 CMR 23.00, G.L. c. 93H and 201 CMR 17.00.
- 7) This Agreement may be amended in writing signed by individuals having authority to bind the parties. The Agreement shall continue in effect until the contract is terminated on July 31, 2015. Either party may terminate the Agreement beforehand by giving 30 calendar days written notice to the individual who signs this Agreement for the other party or his or her successor in office.

By signing below each party manifests its agreement to all of the provisions of this Agreement.

District: Worcester Public Schools

Contractor/Agency: Lexia Learning Systems, LLC

Signed: 

Signed: 

Printed Name: David Perda

Printed Name: Peter Koso

Title: Chief Research &  
Accountability Officer

Title: Vice President of Operations

**Agreement for Outside Contractor/Agency to access  
Worcester Public School Student Data for Research Purposes**

This Agreement is made by and between the MassEdCo ("Contractor/Agency") and the Worcester Public Schools ("WPS"). Contractor/Agency and WPS ("parties") agree as follows:

- 1) WPS appoints Contractor/Agency as a "school official" as that term is used in Title 34, Code of Federal Regulations, §§ 99.7(a)(3)(iii) and 99.31(a)(1), for the purpose of
  - identifying WPS students enrolled in the GEAR UP program,
  - reviewing student record data for WPS students enrolled in the GEAR UP program,
  - reviewing and analyzing data comparing WPS GEAR UP students with non-GEAR UP students on variables related to school achievement, postsecondary goals, and postsecondary enrollment
  - working with students from Worcester East Middle School and North High School on college access
- The WPS determines that Contractor/Agency has a "legitimate educational, research, or safety interest."
- 2) Contractor/Agency shall comply, as though it were the WPS, with all of the requirements of the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and the regulations adopted there under (34 C.F.R. 99) which address disclosure to third parties of record data.
- 3) To effect the purposes of this Agreement, WPS may from time to time provide Contractor/Agency with certain personal identifiable information of WPS's students, faculty and employees that is regulated by various state and federal laws and regulations. The Contractor/Agency represents that it maintains appropriate data security measures, including a written information security policy, to protect WPS consistent with all applicable state and federal laws and regulations. Further, to protect the privacy of WPS data, the Contractor/Agency will, for so long as it retains WPS student information (1) maintain the confidentiality of information as set forth in this Agreement; (2) limit access to data to Contractor/Agency employees, agents and subcontractors who need access to fulfill Contractor/Agency obligations hereunder; (3) require that its agents and subcontractors who have access to student data agree to abide by the same restrictions and conditions that apply to Contractor/Agency; (4) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of WPS student information and protect against unauthorized access to or use of WPS student data that could result in substantial harm or inconvenience to the WPS.
- 4) Access to WPS student data will be limited solely to the individuals **whose names and addresses appear on the attached Exhibit A.**
- 5) Contractor/Agency agrees to submit a draft of any proposed publication to WPS that utilizes WPS student data for their review at least thirty (30) days prior to submission for publication, presentation, or use. All ~~WPS~~ data intended

for public-use will be reviewed and altered, if necessary, prior to publication to anonymize student-level information and reduce the risk of confidentiality breaches, either directly or through deductive analysis.

- 6) Contractor/Agency shall use WPS student data only for the specific purpose outlined in this agreement. All other uses by Contractor/Agency will require written consent by WPS.
- 7) Contractor/Agency shall hold harmless, defend and indemnify WPS, its officers, and employees, from any claim, cause of action, or losses suffered by WPS as a result of an intentional or negligent act or omission of Contractor/Agency, or Contractor/Agency's failure to comply with this Agreement or with the requirements of FERPA, HIPPA, or 201 CMR 17.00.
- 8) This Agreement may be amended in writing signed by individuals having authority to bind the parties. The Agreement shall continue in effect until terminated. Either party may terminate the Agreement by giving 30 calendar days written notice to the individual who signs this Agreement for the other party or his or her successor in office.

By signing below each party manifests its agreement to all of the provisions of this Agreement.

District: Worcester Public Schools

Contractor/Agency: MassEdCo

Signed: 

Signed: 

Printed Name: David Perda

Printed Name: PAMELA BOISVERT

Title: Chief Research & Accountability Officer

Title: CEO

## **Exhibit A**

### **Individuals Authorized to Receive Information Under This Agreement**

1. Taryn Tomkins  
GEAR UP Director  
MassEdCO, Inc.  
484 Main Street, Suite 500  
Worcester, MA 01608
2. Lauren Hubbell  
GEAR UP Advisor  
MassEdCO, Inc.  
484 Main Street, Suite 500  
Worcester, MA 01608
3. Joseph Teixeira  
GEAR UP Advisor  
MassEdCO, Inc.  
484 Main Street, Suite 500  
Worcester, MA 01608
4. Addison Barwise  
GEAR UP Advisor  
MassEdCO, Inc.  
484 Main Street, Suite 500  
Worcester, MA 01608
5. Robert Sharma  
GEAR UP Advisor  
MassEdCO, Inc.  
484 Main Street, Suite 500  
Worcester, MA 01608
6. Donna Connolly  
Educational Talent Search CSI, and CollegeAccess Director  
MassEdCO, Inc.  
484 Main Street, Suite 500  
Worcester, MA 01608
7. Elizabeth Plante  
Ed. Talent Search advisor  
MassEdCO, Inc.  
484 Main Street, Suite 500  
Worcester, MA 01608
8. Cesar Burgos  
Ed. Talent Search Advisor  
484 Main St., Suite 500  
Worcester, MA 01608
9. Linda Graham  
CollegeAccess Advisor  
484 Main Street, Suite 500  
Worcester, MA 01608
10. Amanda Kershaw  
GEAR UP Research

## Perda, David

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**From:** Pamela Boisvert <pboisvert@massedco.org>  
**Sent:** Wednesday, December 10, 2014 3:57 PM  
**To:** Perda, David  
**Subject:** RE: Data Sharing Agreement

Hi Dave – all is correct except delete Robert Sharma, and Amanda, and add Jesse Dantae McKeiver in Robert's place.

On another note, should we touch bases before the Boston breakfast next week, or is it preliminary enough that that isn't necessary?

Thanks

Pam

*Pamela Boisvert*

*CEO*

**MassEdCO**

**Massachusetts Education & Career Opportunities, Inc.**

508.754.6829 ext. 3012

pboisvert@massedco.org

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**From:** Perda, David [mailto:PerdaD@worc.k12.ma.us]  
**Sent:** Tuesday, December 09, 2014 12:58 PM  
**To:** Pamela Boisvert  
**Subject:** Data Sharing Agreement

Hi Pam,

I hope you are staying dry today!

Can you please review our data sharing agreement to make sure Exhibit A is up-to-date. I can take Amanda off the list and send you an updated version. But are there other individuals we need to add or remove?

Thanks!

David

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David Perda  
Chief Research and Accountability Officer  
Worcester Public Schools  
20 Irving Street  
Worcester, MA 01609  
Tel: 508-799-3060

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The information transmitted may contain confidential material and is intended only for the person or entity to which it is addressed. Any review, retransmission, dissemination or other use of or taking of any action by persons or entities other than the intended recipient is prohibited. If you are not the intended recipient, please delete the information from your system and contact the sender.



**Teacher Quality Distribution Study**  
**DRAFT Memorandum of Understanding**  
**Between**  
**Mathematica Policy Research, Inc.**  
**And**  
**Worcester Public Schools**

## **1. PURPOSE OF AGREEMENT**

The purpose of this Memorandum of Understanding (MOU) is to define the terms under which Worcester Public Schools and the Research Team of Mathematica Policy Research, Inc. or "Mathematica" (and its subcontractor, The Urban Institute) will operate the Teacher Quality Distribution Study (ED-IES-10-C-0065) for the U.S. Department of Education.

### **Background/Overview**

The U.S. Department of Education has contracted with Mathematica Policy Research, Inc. and its partner, The Urban Institute, to conduct a study that will examine the distribution of teacher effectiveness and track changes in the distribution over time. The study will also analyze the relationship between district policies and the distribution of teacher effectiveness. In the 2010-11 school year, the research team will collect data from participating districts to conduct a value added analysis: student test score data for the 2007-08 through 2009-10 school years, and student demographic data and student-teacher linked course data for the 2008-09 through 2009-10 school years. We will also gather teacher personnel data for the 2008-09 through 2009-10 school years to study how teacher mobility and attrition are related to the distribution. In the 2011-12, 2012-13, and 2013-14 school years, the research team will gather all of these data for the 2010-11, 2011-12, and 2012-13 school years respectively. In summer 2011, we will conduct interviews with district staff to obtain information about district policies related to the distribution of teacher effectiveness. We will hold follow-up interviews to learn about new policies and changes to existing policies in summer 2012 and summer 2013.

### **District roles/responsibilities**

- Provide timely database of student test scores that is linked to teachers, and supporting enrollment and student demographic data that will allow Mathematica and its subcontractor to conduct a value added analysis for the 2008-09 through 2012-13 school years. This includes student test score data for the 2007-08 through 2012-13 school years, and student demographic data and student-teacher linked data for the 2008-09 through 2012-13 school years. (The Research Team will describe the data requirements more fully in a detailed data request and submit requests for district approval and sign additional confidentiality agreements as needed).

- Provide timely database of teacher personnel data for the 2008-09 through 2012-13 school years that include teacher school assignments, district start and end dates, and teacher demographic and background information.
- Allow the Research Team to conduct telephone interviews with district staff who are knowledgeable about district policies related to the distribution of teacher effectiveness, including teacher hiring and transfer, teacher evaluation and compensation, and school improvement policies. These interviews will cover policies implemented in the 2008-09 through 2012-13 school years.

### Preferred Points of Contact

For the District:

Name	Organization/ Department	Role	Email	Phone
David Perda	Research	Data	PerdaD@worc.k12.ma.us	508-799-3060
Stacey DeBoise Luster	Human Resources	District policies pertaining to teacher hiring, evaluation and compensation	LusterDS@worc.k12.ma.us	508-799-3020

### Research Team roles/responsibilities

- Submit a detailed data request.
- Submit any required documentation for an institutional review board or district research approval.
- Maintain strict confidentiality and safeguard all data according to applicable federal, state, and local laws and guidelines.
- Not identify schools, teachers, or students in publications or other communications outside of the Research Team.
- Conduct a value-added analysis to measure teacher effectiveness and then analyze the distribution of teacher effectiveness in the 2008-09 through 2012-13 school years.
- Provide the district with cleaned data analysis files that can be used to conduct their own value added analysis. The files will be provided within four months after the release of each public report (the first public report is expected to be released in the summer of 2012).
- Share the value-added methodology with the district. The Research Team will conduct two one-hour conference calls with the district during which we will provide technical assistance on the methodology and answer questions about the approach.
- Provide the district information on the distribution of teacher effectiveness in their district for the 2008-09 through 2012-13 school years.

### Preferred points of contact:

For the Research Team:

Name	Organization	Role	Email	Phone
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1. Phil Gleason	Mathematica	Project director	<a href="mailto:pgleason@mathematica-mpr.com">pgleason@mathematica-mpr.com</a>	(315) 781-8495
2. Jeffrey Max	Mathematica	Deputy project director	<a href="mailto:jmax@mathematica-mpr.com">jmax@mathematica-mpr.com</a>	(202) 484-4236
3. Eric Isenberg	Mathematica	Principal Investigator	<a href="mailto:elisenberg@mathematica-mpr.com">elisenberg@mathematica-mpr.com</a>	(202) 554-7540
4. Matt Johnson	Mathematica	Researcher	<a href="mailto:mjohnson@mathematica-mpr.com">mjohnson@mathematica-mpr.com</a>	(617) 674-8388
5. Kenneth Kadlec	Mathematica	Contracting specialist	<a href="mailto:kkadlec@mathematica-mpr.com">kkadlec@mathematica-mpr.com</a>	(202) 264-3467

For issues regarding data, contact the researcher. For issues regarding study design, contact Drs. Gleason, Max, or Isenberg. For contractual issues regarding this memorandum of understanding, contact Ken Kadlec.

### TERM OF AGREEMENT

This agreement will be effective from March 25, 2011 through December 31, 2015.

### PROCEDURES FOR AMENDING AGREEMENT

Any changes, amendments, or modifications to this agreement must be made and agreed to by the parties in writing. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which the amendment, change, waiver, or discharge is sought to be enforced.

### CONFIDENTIAL INFORMATION

Confidential information or data, as used in this clause, means (1) information or data of a personal nature about an individual, or (2) proprietary information or data submitted by or pertaining to an institution or organization.

The parties shall use any confidential data or information provided or developed under this agreement solely for the purpose for which the data or information was provided or developed. The parties shall establish administrative and physical safeguards to prevent the unauthorized disclosure and/or use of all confidential data or information provided or developed under this agreement. Each party will obtain the written consent of the other party before the release, disclosure, or dissemination of confidential data or information.

A restricted-use dataset will be produced as part of this study to provide external researchers access to IES data. Access to these data are available to researchers under license from the National Center for Education Statistics (NCES) for research purposes only and are subject to NCES standards for conducting research and protecting data confidentiality. Specifically, the use of these data is protected by Federal statutes and regulations; authorized researchers are subject to the laws, regulations, and penalties that apply to use of confidential data held by IES. Under the Privacy Act, a willful disclosure of individually identifiable data is a misdemeanor, subject to a fine. The Education Sciences Reform Act of 2002 (ESRA 2002) strengthened the confidentiality provisions of the Privacy Act. Under ESRA 2002 all individually identifiable information about students, their families, and their schools, shall remain confidential and violation will be subject to fines and/or prison (Class E felony).

**TERMINATION PROCESS**

Either party may terminate this agreement by giving thirty (30) days written notice to the other.

**ASSIGNMENT**

This agreement, and all rights and obligations hereunder, may not be assigned without the express, prior written consent of all other parties hereto. Any assignment or attempt at same in the absence of such prior written consent shall be void and without effect.

Should you agree with the terms of this Memorandum of Understanding, please sign in the appropriate spaces below.

**SIGNATURE OF THE PARTIES**

For: Mathematica Policy Research, Inc.

Signature: \_\_\_\_\_

Name: Kenneth Kadlec  
Associate Director, Contracts

Date: 4/7/2011

For: Worcester Public Schools

Signature: \_\_\_\_\_

Name: David Perda

Date: 4/5/11

**Agreement for Outside Contractor/Agency to access  
Worcester Public School Student Data**

This Agreement is made by and between Naviance, Inc. ("Contractor/Agency") and Worcester Public Schools ("WPS"). Contractor/Agency and WPS ("parties") agree as follows:

- 1) WPS appoints Contractor/Agency as a "school official" as that term is used in Title 34, Code of Federal Regulations, §§ 99.7(a)(3)(iii) and 99.31(a)(1), for the purpose of having access to student-level data for purposes related to the use of Naviance Succeed. The WPS has engaged in a contract with Naviance, Inc. to make use of a web-based planning tool for tracking Student College and career planning.
- 2) The WPS determines that Contractor/Agency has a "legitimate educational, research, or safety interest."
- 3) Contractor/Agency shall comply, as though it were the WPS, with all of the requirements of the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and the regulations adopted there under (34 C.F.R. 99) which address disclosure to third parties of record data.
- 4) To effect the purposes of this Agreement, WPS may from time to time provide Contractor/Agency with certain personal identifiable information of WPS's students, faculty and employees that is regulated by various state and federal laws and regulations. The Contractor/Agency represents that it maintains appropriate data security measures, including a written information security policy, to protect WPS consistent with all applicable state and federal laws and regulations. Further, to protect the privacy of WPS data, the Contractor/Agency will, for so long as it retains WPS student information (1) maintain the confidentiality of information as set forth in this Agreement; (2) limit access to data to Contractor/Agency employees, agents and subcontractors who need access to fulfill Contractor/Agency obligations hereunder; (3) require that its agents and subcontractors who have access to student data agree to abide by the same restrictions and conditions that apply to Contractor/Agency; (4) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of WPS student information and protect against unauthorized access to or use of WPS student data that could result in substantial harm or inconvenience to the WPS.
- 5) Naviance will limit access to employees within departments supporting the Worcester Public Schools account, including professional services, software engineering, and technical operations, whose job functions include but are not limited to support specialists, training specialists, consultants, success managers, software engineers, software developers, quality engineers, product managers, project managers, and user experience designers.
- 6) Contractor/Agency shall use WPS student data only for the specific purpose outlined in this agreement. All other uses by Contractor/Agency will require written consent by WPS.
- 7) Each party shall hold harmless, defend and indemnify the other party, its officers, and employees, from any claim, cause of action, or losses suffered by the indemnified party as a result of an intentional or gross negligent act or omission of the indemnifying party, or indemnifying party's failure to comply with this Agreement or with the requirements of FERPA, , provided that the indemnified party: (a) promptly gives written notice of the claim to

indemnifying party (b) gives indemnifying party sole control of the defense and settlement of the claim (provided that indemnifying party may not settle or defend any claim unless it unconditionally releases the indemnified party of all liability); (c) provides to indemnifying party all reasonably available information and assistance; and (d) has not compromised or settled such claim without indemnifying party's prior written consent..

- 8) This Agreement may be amended in writing signed by individuals having authority to bind the parties. The Agreement shall continue in effect until terminated. Either party may terminate the Agreement by giving 30 calendar days written notice to the individual who signs this Agreement for the other party or his or her successor in office.

By signing below each party manifests its agreement to all of the provisions of this Agreement.

District: Worcester Public Schools

Contractor/Agency: Naviance, Inc.

Signed: 

Signed: 

Printed Name: David Perda

Printed Name: Stephen Smith

Title: Chief Research & Accountability Officer

Title: President

**Agreement for Outside Contractor/Agency to access  
Worcester Public School Student Data**

This Agreement is made by and between NCS Pearson, Inc. ("Contractor/Agency") and the Worcester Public Schools ("WPS"). Contractor/Agency and WPS ("parties") agree as follows:

- 1) WPS appoints Contractor/Agency as a "school official" as that term is used in Title 34, Code of Federal Regulations, §§ 99.7(a)(3)(iii) and 99.31(a)(1), for the purpose of providing software for administering, scoring and reporting on student assessments. The Q-global platform makes use of a web-based interface with student information being stored on computer servers in Canada.

The WPS determines that Contractor/Agency has a legitimate educational, operational research, or safety interest.

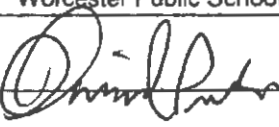
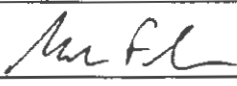
- 2) Contractor/Agency shall comply, as though it were the WPS, with all of the requirements of the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and the regulations adopted there under (34 C.F.R. 99) which address disclosure to third parties of record data. In addition, contractor will comply with HIPPA which protects the confidentiality of any medical record.
- 3) To effect the purposes of this Agreement, WPS may from time to time provide Contractor/Agency with certain personal identifiable information of WPS's students that is regulated by various state and federal laws and regulations. The Contractor/Agency represents that it maintains appropriate data security measures, including a written information security policy, to protect WPS consistent with all applicable state and federal laws and regulations. Further, to protect the privacy of WPS data, the Contractor/Agency will, for so long as it retains WPS student information (1) maintain the confidentiality of information as set forth in this Agreement; (2) limit access to data to Contractor/Agency employees, agents and subcontractors who need access to fulfill Contractor/Agency obligations hereunder; (3) require that its agents and subcontractors who have access to student data agree to abide by the same restrictions and conditions that apply to Contractor/Agency; (4) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of WPS student information and protect against unauthorized access to or use of WPS student data that could result in substantial harm or inconvenience to the WPS.
- 4) NCS Pearson will limit access to employees within departments supporting the Worcester Public Schools account, including

**Q-global Test Administration Software**

- 5) Contractor/Agency shall use WPS student data only for the specific purpose outlined in this agreement. All other uses by Contractor/Agency will require written consent by WPS.
- 6) Contractor/Agency shall hold harmless, defend and indemnify WPS, its officers, and employees, from any claim, cause of action, or reasonably foreseeable losses suffered by WPS as a result of an intentional or negligent act or omission of Contractor/Agency, or Contractor/Agency's failure to comply with this Agreement or with the requirements of FERPA or HIPPA. WPS shall hold harmless, defend and indemnify Contractor/Agency, its officers, and employees,

from any claim, cause of action, or losses suffered by Contractor/Agency as a result of an intentional or negligent act or omission of WPS, or WPS's failure to comply with this Agreement or with the requirements of FERPA or HIPPA.

- 7) This Agreement may be amended in writing signed by individuals having authority to bind the parties. The Agreement shall continue in effect until terminated. Either party may terminate the Agreement by giving 30 calendar days written notice to the individual who signs this Agreement for the other party or his or her successor in office.
- 8) By signing below each party manifests its agreement to all of the provisions of this Agreement.

District:	Worcester Public Schools
Signed:	
Printed Name:	David Perda
Title:	Chief Research & Accountability Officer
Contractor/Agency:	NCS Pearson, Inc.
Signed:	
Printed Name:	Michael Flynn
Title:	VP of Finance for Clinical Assessment, a business of NCS Pearson, Inc.

**Agreement for Outside Contractor/Agency to access  
Worcester Public School Student Data**

This Agreement is made by and between Northwest Evaluation Association (NWEA) ("Contractor/Agency") and the Worcester Public Schools ("WPS"). Contractor/Agency and WPS ("parties") agree as follows:

- 1) WPS appoints Contractor/Agency as a "school official" as that term is used in Title 34, Code of Federal Regulations, §§ 99.7(a)(3)(iii) and 99.31(a)(1), for the purpose of using student-level data for administering MAP computer-based adaptive assessments to students in the Worcester Public Schools. The WPS determines that Contractor/Agency has a legitimate educational, research, operational or safety interest.
- 2) Contractor/Agency shall comply, as though it were the WPS, with all of the requirements of the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and the regulations adopted there under (34 C.F.R. 99) which address disclosure to third parties of record data.
- 3) To effect the purposes of this Agreement, WPS may from time to time provide Contractor/Agency with certain personal identifiable information of WPS's students that is regulated by various state and federal laws and regulations. The Contractor/Agency represents that it maintains appropriate data security measures, including a written information security policy, to protect WPS consistent with all applicable state and federal laws and regulations. Further, to protect the privacy of WPS data, the Contractor/Agency will, for so long as it retains WPS student information (1) maintain the confidentiality of information as set forth in this Agreement; (2) limit access to data to Contractor/Agency employees, agents and subcontractors who need access to fulfill Contractor/Agency obligations hereunder; (3) require that its agents and subcontractors who have access to student data agree to abide by the same restrictions and conditions that apply to Contractor/Agency; (4) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of WPS student information and protect against unauthorized access to or use of WPS student data that could result in substantial harm or inconvenience to the WPS.
- 4) Access to WPS student data will be limited solely to the following departments of Contractor: Research and Development, Partner Accounts, Partner Support Services, Product Engineering.
- 5) Contractor/Agency shall use WPS student data only for the specific purpose outlined in this agreement and the Master Subscription Agreement by and between WPS and Contractor dated May 8, 2013. All other uses by Contractor/Agency will require written consent by WPS.
- 6) Contractor/Agency shall hold harmless, defend and indemnify WPS, its officers, and employees, from any claim, cause of action, or losses suffered by WPS as a result of an intentional or negligent act or omission of Contractor/Agency, or Contractor/Agency's failure to comply with this Agreement or with the requirements of FERPA, or 201 CMR 17.00.
- 7) This Agreement may be amended in writing signed by individuals having authority to bind the parties. The Agreement shall continue in effect until terminated. Either party may terminate the Agreement by giving 30 calendar days written

notice to the individual who signs this Agreement for the other party or his or her successor in office.

- 8) In the event of any conflict, the terms of this Agreement for Outside Contractor/Agency to access Worcester Public School Student Data shall take precedence.

By signing below each party manifests its agreement to all of the provisions of this Agreement.

District: Worcester Public Schools

Contractor/Agency: Northwest Evaluation Association.

Signed: 

Signed: 

Printed Name: David Perda

Printed Name: Jeff Strickler

Title: Chief Research &  
Accountability Officer

Title:

Executive VP & COO  
5/9/13



## MASTER SUBSCRIPTION AGREEMENT

### Worcester Public Schools

THIS MASTER SUBSCRIPTION AGREEMENT (this "Subscription") is entered into effective as of the last date set forth on the signature page (the "Effective Date") by and between NORTHWEST EVALUATION ASSOCIATION, an Oregon nonprofit corporation ("NWEA"), and the school or school district or other similar entity on the signature page ("Subscriber"). The term "Subscriber" shall also refer to a school or group of schools forming an educational entity or any individual persons using or accessing the NWEA Program (as defined in Section 1 below) on behalf of the school or school district.

NWEA is a nonprofit corporation that provides certain assessments, reporting, professional development, and other services, commonly referred to as the NWEA Program(s) (collectively, the "Services"), to schools, school districts, and other similar entities such as the Subscriber. The parties agree as follows:

1. **Subscription.** Subscriber affirms its subscription to the Services listed in Schedule A for the term specified (the "Term"). In connection with this Subscription, NWEA will grant to Subscriber a limited license to use the NWEA Program (as defined below) and related materials that implement the delivery of the NWEA Program and Services. Schedule A is provided as a separate attachment to the same email that this Subscription agreement is sent from<sup>1</sup>.

2. **Definition.** For purposes of this Subscription, the software and materials constituting the "NWEA Program" shall be the MAP<sup>®</sup> assessment system, and/or Skills Pointer, and/or Children's Progress Academic Assessment, their underlying software, reports, DesCartes learning statements, test items, TestTaker software (if a Client Server MAP Subscriber), professional development training, and/or other NWEA products and services if included in Schedule A. Supplemental terms for these products and services may be found here <http://www.nwea.org/supplementalterms>.

3. **Grant of License.** NWEA hereby grants to Subscriber a nonexclusive, nontransferable license to access, use, display, and install or download a copy, as needed, of the NWEA Program for Subscriber's internal use only for the Term of this Subscription. This Subscription extends only to the quantity of licenses indicated on Schedule A. This Subscription is also limited to a maximum of three test events and one summer administration for each license per academic year.

<sup>1</sup> If Subscriber is renewing through NWEA's Online Account Renewal Process, Subscriber shall receive a confirmation page listing the Services renewed and Services added (if any) instead of a Schedule A. For the purposes of this Subscription, this confirmation page shall serve as Subscriber's Schedule A.

4. **Protection from Unauthorized Use or Access.** Subscriber shall not (a) copy (other than once for back-up purposes), distribute, transfer, rent, lease, or sublicense any or all of the NWEA Program or any accompanying materials; (b) permit use of the NWEA Program by anyone not employed or in contract with Subscriber; (c) modify, adapt, translate, reverse engineer, decompile, or disassemble the NWEA Program and accompanying software; (d) remove any proprietary notices or labels on the NWEA Program; (e) use the NWEA Program in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, distribution of, or rights in, a content file or other work protected by the copyright laws of any jurisdiction. Subscriber shall reproduce all copyright notices and all other legends of ownership on each copy, or partial copy, of the NWEA Program. If Subscriber installs a newer or upgraded version of the NWEA Program, it may not use the prior version of the NWEA Program from which it upgraded or transfer it to another party. Subscriber shall ensure that anyone who uses the NWEA Program (accessed either locally or remotely) does so only for Subscriber's authorized use and complies with the terms of this Subscription. NWEA also provides its NWEA Program to Subscriber pursuant to a subscription and/or license with third party vendors. Subscriber acknowledges that it shall abide by the use restrictions under such subscription and/or licenses, as amended from time to time.

5. **Ownership.** The NWEA Program and software are owned by NWEA and is copyrighted and licensed, not sold to Subscriber. All rights, title, and interest in the NWEA Program, all copies, and all updates, enhancements, modifications, and improvements, along with all intellectual property rights related thereto, shall remain with NWEA. The NWEA Program and all updates, modifications, and improvements are protected by United States and international copyright laws and treaties, as well as other intellectual property laws. Subscriber is not granted any license to use any of NWEA's trade or service marks and NWEA retains all right, title, and interest in its trade and service marks. Subscriber agrees that NWEA may use, without restriction or royalty obligation, any comments, suggestions, or contributions

provided by Subscriber with respect to the NWEA Program during the course of its use, and Subscriber, by this Subscription, grants and assigns to NWEA any intellectual property rights that Subscriber may incidentally obtain or have with respect to any such comments, suggestions or contributions.

6. **Confidential Information.** Subscriber acknowledges that all test items, underlying ideas, algorithms, , and methods of operation that comprise the NWEA Program, are confidential and contain trade secrets (collectively referred to as "NWEA Confidential Information"), and Subscriber shall respect such confidentiality, and shall use its best efforts to keep all such information confidential. To the extent permitted by law, Subscriber agrees not to use, disclose, or distribute any NWEA Confidential Information, directly or indirectly, without the prior written consent of NWEA, except Subscriber shall be authorized to disclose NWEA Confidential Information to Subscriber's employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure. Both NWEA and Subscriber acknowledge that this obligation shall survive the termination of this Subscription.

7. **Student Information.** Subscriber shall have in place a policy to address student assessment and the use of, and access to, confidential student information ("Student Information") and is responsible for configuring roles based access to Student Information in the NWEA Program in accordance with its policy. NWEA and Subscriber acknowledge that NWEA may have access to Subscriber's Student Information. NWEA agrees to respect such confidentiality and implement policies and practices to keep such information confidential. NWEA shall not disclose any Student Information regarding Subscriber's students or their families that NWEA may learn or obtain during the course of its performance under this Subscription without the written consent of Subscriber. Absent reckless or intentional acts or omissions by NWEA, in no event shall NWEA be liable for any disclosure of Student Information. Subscriber is solely responsible for ensuring the security and availability of Subscriber's own computers, computer networks, and internet connections, including security patches, choice of browser, and browser configuration settings to be used with the NWEA Program, email, and other transmissions. Subscriber acknowledges that its designated Systems Administrator controls the access and security points of the NWEA Program and may designate additional administrators with similar privileges. Subscriber must refer to the appropriate NWEA Program documentation for system and browser requirements and security and configuration settings. To receive the best service possible, Subscriber grants permission to NWEA to transfer Student Information to its contractors that have executed confidentiality

agreements, for the sole purpose of maintaining, supporting and troubleshooting the NWEA Program.

8. **FERPA.** NWEA shall maintain Student Information for and on behalf of Subscriber – in accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1) -- for the primary purpose of providing assessment and research services pursuant to this Subscription. NWEA may itself, through its own employees or employees of contractors, use the Student Information to conduct assessment and research activities, including, but not limited to, longitudinal studies, alignment studies, norming studies and the Growth Research Database ("GRD") for the benefit of Subscriber and/or for the collective benefit of multiple Subscribers. Personally identifiable information ("PII") derived from Student Information provided to NWEA may be disclosed only to NWEA employees or employees of contractors who have a legitimate educational interest in maintaining, organizing, or analyzing the data for uses authorized in this Subscription. In its annual notice to parents<sup>2</sup> under FERPA, Subscriber shall indicate that (a) Student Information shall be maintained in part on behalf of Subscriber by NWEA and its contractors in order to provide assessment and research services to Subscriber; (b) NWEA employees and employees of NWEA's contractors shall be deemed school officials for the purpose of access to PII derived from Student Information only if they have a legitimate interest in maintaining, organizing, or analyzing the data for assessment and research purposes under this Subscription; and (c) PII derived from student education records and maintained by NWEA shall not be further disclosed to third parties, except as allowed by FERPA and authorized by Subscriber or by this Subscription agreement. Subscriber is responsible for any notices to parents required under FERPA and for providing parents/guardians with an opportunity to inspect and challenge the contents of the student records in question.

9. **Research.** Subscriber authorizes NWEA to use the Student Information for research purposes, including but not limited to, norming studies, longitudinal, or alignment studies, provided that the data are handled in a manner that protects student anonymity. In addition, NWEA is authorized to use the Student Information in the GRD maintained by NWEA, which houses Subscriber's test data for each student in a secure database for legitimate educational research purposes.

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<sup>2</sup>Under FERPA, whenever a student has attained 18 years of age (or is attending a postsecondary institution), the consents required of, and the rights accorded to, parents shall thereafter only be required of, or accorded to, the student. References to "parent(s)" in this Subscription shall be deemed to apply to such a student.

9.1 The authorization for use of Student Information is effective from the date when Subscriber first subscribed to the NWEA Program and services. Both NWEA and Subscriber acknowledge that the permissions and obligations expressed in this Subscription shall survive the termination or expiration of this Subscription and any renewals. NWEA shall maintain all Student Information derived under this Subscription, allowing Subscriber to continue to access the data in NWEA-augmented reporting form, including norms and learning statements.

9.2 NWEA shall notify Subscriber of written third party requests for disclosures of PII from Student Information. Subscriber alone may authorize actual disclosures of such information to third party organizations, and Subscriber shall be responsible for maintaining a record of the request or disclosure with the records of each student and providing the record to parents upon request, as required by 34 CFR 99.32. If Subscriber authorizes a disclosure under this Section 9.2 for a study to improve instruction, it shall authorize NWEA to enter into the required agreement with the third party organization on its behalf, consistent with 34 CFR 99.31(a)(6)(i)(C).

10. **Subscriber Information.** Subscriber hereby permits NWEA to use information regarding its schools or district (other than Student Information) to perform its obligations hereunder and to include such information in the GRD, to be used and disclosed to internal and external researchers that have executed confidentiality agreements. However, NWEA shall seek permission from Subscriber before including such information that is identifiable to the school or district in any publication. This permission shall survive termination or expiration of this Subscription.

11. **Protection.** The NWEA Program may contain mechanical or electronic methods to prevent unauthorized use or distribution of the NWEA Program. Subscriber shall not disable or circumvent such control devices.

12. **Fees and Taxes.** Subscriber agrees to pay the fees for the Subscription to the Services as set forth in Schedule A during the Term. Subscriber shall be solely responsible for any personal property taxes or local licensing fees resulting from Subscriber's agreement under this Subscription or in connection with NWEA's delivery of Services under this Subscription.

13. **Billing and Payment.** Subscriber agrees to pay NWEA in accordance with Schedule A. Subscriber shall use its best efforts to determine the number of students to be tested by Subscriber and the payments due. NWEA shall send an invoice to Subscriber, and Subscriber shall pay the amount due within 30 days of the invoice date by mailing a check or

depositing the amount due via a wire transfer. Subscriber must contact NWEA at [accountsreceivable@nwea.org](mailto:accountsreceivable@nwea.org) for wire transfer instructions. If Subscriber overestimated the number of students tested, NWEA shall not be obligated to refund any Subscription fees. If, however, Subscriber tests more students than the number Subscriber originally estimated and paid for, NWEA may submit an amended invoice to capture the additional students, and Subscriber agrees to pay the variance within 30 days of the invoice date.

14. **Amendments and Renewals.** Future fees associated with adjustments, including but not limited to, the number of students tested, supplemental products, and Subscription renewals or price increases shall serve as amendments to the Subscription scope and price. Adjustments from Subscriber's issuance of a (a) purchase order, (b) written authorization, (c) submission of a roster, (d) initiation of testing, or (e) payment of any Subscription renewal or Subscription expansion invoice shall constitute acceptance of the amended Subscription scope and price. Notwithstanding anything to the contrary, terms of any purchase orders or written authorizations issued by Subscriber or any other communications which are additional to or inconsistent with this Subscription are not binding unless NWEA expressly assents to such terms in writing. Such Subscription renewals and expansions shall continue to be otherwise governed by this Subscription (including all NWEA order forms). The conditions of payment described in Section 13 shall apply to all subscription renewals and expansions. All payments under this Subscription shall be made to NWEA.

15. **Professional Development.** If Subscriber is new to the NWEA Program, Subscriber's teachers and staff administering the NWEA Program must participate in NWEA introductory product training before testing begins (e.g. MAP Admin Workshop if Subscriber subscribes to Web-based or Client/Server MAP). Schedule A contains the pricing for these trainings. Subscriber shall assign a member of its staff to coordinate the logistics of setting up the training before testing begins. If Subscriber experiences staff turnover that affects the administration of the NWEA Program, Subscriber shall notify NWEA within 30 days after the staffing change. NWEA may require Subscriber to send the new staff to introductory NWEA product training. NWEA recommends, but does not require, subsequent ongoing professional development workshops.

16. **Publicity.** [Intentionally Omitted.]

17. **Termination and Remedies.** This Subscription shall automatically renew at the end of the Term unless Subscriber provides 30 days' written

notice to NWEA before the end of the applicable Term. Notwithstanding, this Subscription may be terminated before the end of the applicable Term, upon breach of this Subscription and license by Subscriber, or by cancellation pursuant to Section 20 or renewed pursuant to Section 14. With 30 days prior written notice, Subscriber may terminate this Subscription if Subscriber fails to receive funding, appropriations, limitations or other expenditure authority at levels reasonably sufficient to pay for the Services under the Subscription. If Subscriber breaches any material term of this Subscription or terminates for non-appropriations (as set forth in the preceding sentence) NWEA shall be under no obligation to refund any fees paid by Subscriber for the NWEA Program and related services. After termination or expiration of the Subscription, NWEA shall continue to maintain Student Information, allowing Subscriber to continue to access the data in NWEA-augmented reporting form, including norms and learning statements. NWEA reserves the right to seek any legal or equitable remedy available against Subscriber for breach of the terms of this Subscription, including without limitation, injunctive relief and specific performance. The parties agree that Sections 6-10, 16, 17, and 21-25 shall survive any termination or expiration of this Subscription or the termination of any license granted under this Subscription.

18. **Support.** NWEA will provide to Subscriber limited support, updates, enhancements, modifications, improvements, and maintenance services under the terms and conditions of this Subscription. If this Subscription is for Client Server MAP, Subscriber agrees to provide student and class information in a Class Roster File ("CRF") for each test window in the approved format as described in the CRF template. Subscriber must submit the CRF during the time period that is posted on NWEA's website and before Subscriber's first day of testing. Subscriber acknowledges that the validity and accuracy of its reports depends upon the quality of the data in the CRF.

19. **Scheduled Maintenance.** NWEA has system maintenance periods throughout the year that shall affect Subscriber's ability to upload or download student or test data, to access reports, or to interact with any of NWEA's websites. The ability to test during the scheduled maintenance periods shall not be affected for Client Server MAP Subscribers. NWEA will provide Subscriber with notice regarding regularly scheduled maintenance. Notwithstanding the foregoing, NWEA reserves the right to perform emergency maintenance at any time without any advance notice to Subscriber.

20. **Limited Warranty.** NWEA warrants to Subscriber that the MAP assessment system, and/or Skills Pointer, and/or Children's Progress Academic Assessment (whichever assessment system is included

in the Schedule A, defined as "Assessment System" for the purposes of this Section 20) when properly installed and used, will perform substantially as represented in NWEA's official technical manuals. The Assessment System may include open source software components. This limited warranty is void if the failure of the Assessment System results from (a) use of the Assessment System in connection with software or hardware not compatible with the Assessment System or not meeting the technical specifications provided by NWEA; (b) improper or inadequate maintenance; or (c) accident, abuse, misapplication, or use by Subscriber of the Assessment System other than as described in the documentation provided by NWEA. This limited warranty is void if the Assessment System is altered or modified in any way by anyone other than NWEA. NWEA does not warrant that the operation of the Assessment System shall meet Subscriber's requirements or be uninterrupted or error free. Subscriber is responsible for the results obtained and decisions made from its use of the Assessment System. NWEA assumes no responsibility for the operating environment or for Subscriber's security programs in which the Assessment System functions. NWEA will, at its sole option, either replace or, with its best efforts, correct the Assessment System that fails to perform substantially in accordance with the documentation for the Assessment System or as represented in writing by NWEA upon written notice of such failure. If NWEA is unable to correct the error after using its best efforts, NWEA shall, at its sole option, either replace the Assessment System with a functionally equivalent software program or refund the fees paid for licensing the Assessment System on a prorated basis and cancel the license granted in this Subscription.

21. **Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 20, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE NWEA PROGRAM IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY, OR THAT THE OPERATION OF THE SOFTWARE INCLUDED WITHIN THE NWEA PROGRAM SHALL BE ERROR-FREE. EXCEPT AS PROVIDED HEREIN, THE ENTIRE RISK AND LIABILITY ARISING OUT OF THE USE OF THE NWEA PROGRAM REMAINS WITH SUBSCRIBER, INCLUDING BUT NOT LIMITED TO, WHEN SUBSCRIBER'S PRACTICES ARE INCONSISTENT WITH THE STANDARDS FOR EDUCATIONAL AND PSYCHOLOGICAL TESTING (1999) BY THE AMERICAN EDUCATIONAL RESEARCH ASSOCIATION. THERE IS NO WARRANTY FOR PERFORMANCE ISSUES (a) CAUSED BY FACTORS OUTSIDE OF NWEA'S REASONABLE CONTROL; OR (b) THAT RESULTED FROM ANY ACTION OR INACTION OF SUBSCRIBER OR SUBSCRIBER'S THIRD PARTIES; OR (c) RESULTING FROM SCHEDULED MAINTENANCE PERIODS.

22. **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NWEA

DOES NOT AND CANNOT CONTROL PERFORMANCE OF SERVICES BASED ON THE FLOW OF DATA TO OR FROM NWEA'S NETWORK AND OTHER PORTIONS OF THE INTERNET, WHICH DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIBER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NWEA SHALL USE COMMERCIALY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, NWEA CANNOT GUARANTEE THAT SUCH EVENTS SHALL NOT OCCUR. ACCORDINGLY, NWEA DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

23. **Limitation.** THE REMEDIES PROVIDED UNDER THE LIMITED WARRANTY ARE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES. EXCEPT TO THE EXTENT THE FOLLOWING LIABILITY LIMITATION IS PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL NWEA BE LIABLE FOR ANY DAMAGES OR EXPENSES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR PECUNIARY LOSS, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE NWEA PROGRAM, EVEN IF NWEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, NWEA'S ENTIRE LIABILITY UNDER THIS SUBSCRIPTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY SUBSCRIBER FOR THE RIGHT TO USE THE NWEA PROGRAM IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. THIS LIMITATION OF LIABILITY ALSO APPLIES TO THE NWEA PROGRAM DEVELOPERS AND SUPPLIERS. IT IS THE MAXIMUM FOR WHICH THEY AND NWEA ARE COLLECTIVELY RESPONSIBLE.

24. **Indemnification.** Subscriber agrees to indemnify, defend, and hold harmless NWEA and NWEA's officers, directors, employees, agents, and representatives, from and against any and all claims, damages, expenses, judgments, fines, and amounts paid in settlement in connection with any proceeding arising from Subscriber's breach of this Subscription or its use of the NWEA Program.

25. **Miscellaneous.**

25.1 **Force Majeure.** Neither party shall be liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial disputes of whatever nature, acts of nature, computer crimes, epidemics, acts or omissions of third party vendors or suppliers, equipment failures, public enemies of government, failure of telecommunications, system malfunctions, fire, or other casualty.

25.2 **Waiver and Severability.**

Waiver of any default or breach under this Subscription by NWEA does not constitute a waiver of any subsequent default or a modification of any other provisions of this Subscription. If any part of this Subscription shall be held invalid, illegal, in conflict with any law, or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Subscription shall nevertheless remain in full force and effect.

25.3 **No Third Party Beneficiaries.** The parties do not intend to confer any right or remedy on any third party.

25.4 **Survival.** All provisions of this Subscription that would reasonably be expected to survive the termination of this Subscription shall do so.

25.5 **Entire Agreement; Order of Precedence.** This Subscription (including any applicable supplemental terms based on Subscriber's Services which are incorporated into this Subscription) contains the entire understanding of the parties regarding the subject matter of this Subscription and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Subscription.

25.6 **Assignment.** Subscriber may not assign this Subscription to any third party without the prior written consent of the NWEA.

25.7 **Binding.** This Subscription shall bind and inure to the benefit of the parties and their respective successors, and approved assigns, if any.

25.8 **Representation of Signatories.** Each person signing this Subscription represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Subscription for their respective party.

25.9 **Notices.** Any notice required under this Subscription shall be in writing and effective when (a) delivered personally against receipt, (b) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (c) shipped by a recognized courier service and addressed to either party as designated in this Subscription, (d) delivered by email to an email address designated by the recipient, or (e) when delivered via any of the foregoing at such other address as may be provided by the recipient in accordance with this Section 25.10.

**Address for Notices to NWEA:**

Northwest Evaluation Association  
121 NW Everett Street  
Portland, OR 97209  
Email: Audit-Risk@nwea.org

Address for Notices to Subscriber shall be sent to the address set forth in Subscriber's signature box below.

**25.10 Controlling Law and Venue**

This Subscription shall be construed and controlled by the laws of the State of Oregon, U.S.A., without giving effect to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and shall not apply to this Subscription. Any litigation arising out of this Subscription shall be conducted in courts located in Multnomah County, Oregon.

**25.11 Attorney Fees**

If any lawsuit is instituted to interpret, enforce or rescind this Subscription, the prevailing party on a claim shall be entitled to recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68A(2), incurred in connection with the lawsuit, the collection of any award, or the enforcement of any order as determined by a judge.

**25.12 Counterparts**

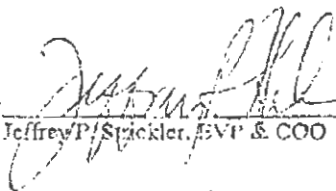
This Subscription may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same Subscription, notwithstanding that all of the parties are not signatory to a single original or the same counterpart. The parties may also deliver and accept facsimile or electronically scanned signatures, which shall be binding upon the parties as if the signature were an original.

**25.13 Vendor Status and Independent Contractor**

The NWEA Program is provided by NWEA within its normal business operations and is operated in a competitive environment. The NWEA Program offered under this Subscription constitutes a vendor relationship, as defined by OMB Circular A-133 and therefore, any monies to pay for this Subscription, are not subject to the federal audit requirements of OMB Circular A-133. NWEA is an independent contractor, and neither NWEA nor its employees, shall be deemed Subscriber's employees. Nothing contained in this Subscription shall create or imply an agency relationship, joint venture or partnership between the parties.

NWEA:

NORTHWEST EVALUATION ASSOCIATION

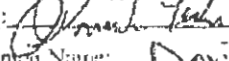
By:   
Jeffrey P. Strickler, EVP & COO

Date: 5/9/13

SUBSCRIBER NAME and address:

(Please print)

Worcester Public Schools  
20 Irving St.  
Worcester MA 01609

By:   
Printed Name: David Perda

Title: Chief Research and Accountability Officer

Date: 5-5-2013

Agreement for Outside Contractor/Agency to access  
Worcester Public School Student Data

This Agreement is made by and between Quisigamond Community College (QCC) ("Contractor/Agency") and the Worcester Public Schools ("WPS"). Contractor/Agency and WPS ("parties") agree as follows:

- 1) WPS appoints Contractor/Agency as a "school official" as that term is used in Title 34, Code of Federal Regulations, §§ 99.7(a)(3)(iii) and 99.31(a)(1), for the purpose of using student-level data for the purposes of supporting the Gateway To College program. QCC will use the student data to determine programs acceptance.

The WPS determines that Contractor/Agency has a "legitimate educational, research, or safety interest.

- 2) Contractor/Agency shall comply, as though it were the WPS, with all of the requirements of the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and the regulations adopted there under (34 C.F.R. 99) which address disclosure to third parties of record data.
- 3) To effect the purposes of this Agreement, WPS may from time to time provide Contractor/Agency with certain personal identifiable information of WPS's students, faculty and employees that is regulated by various state and federal laws and regulations. The Contractor/Agency represents that it maintains appropriate data security measures, including a written information security policy, to protect WPS consistent with all applicable state and federal laws and regulations. Further, to protect the privacy of WPS data, the Contractor/Agency will, for so long as it retains WPS student information (1) maintain the confidentiality of information as set forth in this Agreement; (2) limit access to data to Contractor/Agency employees, agents and subcontractors who need access to fulfill Contractor/Agency obligations hereunder; (3) require that its agents and subcontractors who have access to student data agree to abide by the same restrictions and conditions that apply to Contractor/Agency; (4) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of WPS student information and protect against unauthorized access to or use of WPS student data that could result in substantial harm or inconvenience to the WPS.
- 4) Access to WPS student data will be limited solely to the individuals **whose names and addresses appear on the attached Exhibit A**. Use of WPS student data will be consistent with the Contractor/Agency's Institutional Research Board ("IRB") policies regarding scientific/research integrity and human subjects research. Contractor/Agency Researchers can gain access to WPS PII by demonstrating to the Contractor/Agency signatory on this agreement that they require the data for legitimate research purposes and by signing and adhering the Contractor/Agency's *Confidentiality and Privacy Policy*. Students at the Contractor/Agency may gain access to WPS student data under the supervision of a Contractor/Agency Researcher. The Contractor/Agency Researcher will ensure that the student meets all the conditions of this agreement. The student must also sign and adhere to the Contractor/Agency's *Confidentiality and Privacy Policy*. All WPS data intended for public-use will be reviewed and altered, if necessary, prior to publication to anonymize student-level information and reduce the risk of confidentiality breaches, either directly or through deductive analysis.



- 5) Contractor/Agency agrees to submit a draft of any proposed publication to WPS that utilizes WPS student data for their review at least thirty (30) days prior to submission for publication, presentation, or use.
- 6) Contractor/Agency shall use WPS student data only for the specific purpose outlined in this agreement. All other uses by Contractor/Agency will require written consent by WPS.
- 7) Contractor/Agency shall hold harmless, defend and indemnify WPS, its officers, and employees, from any claim, cause of action, or losses suffered by WPS as a result of an intentional or negligent act or omission of Contractor/Agency, or Contractor/Agency's failure to comply with this Agreement or with the requirements of FERPA, or 201 CMR 17.00.
- 8) This Agreement may be amended in writing signed by individuals having authority to bind the parties. The Agreement shall continue in effect until terminated. Either party may terminate the Agreement by giving 30 calendar days written notice to the individual who signs this Agreement for the other party or his or her successor in office.

By signing below each party manifests its agreement to all of the provisions of this Agreement.

District: Worcester Public Schools

Contractor/Agency: OCC

Signed: 

Signed: 

Printed Name: David Perda

Printed Name: Kathleen Radley

Title: Chief Research & Accountability Officer

Title: manager of Ed. Partnerships



Exhibit A

Individuals Authorized to Access Student Information Under This Agreement

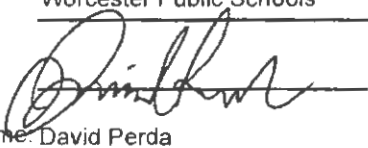

1. Name: Marci Skellings - Director  
Address: QCC  
City/State: Worcester, MA
2. Name: Jenna Glazer - Resource Specialist  
Address: QCC  
City/State: Worcester, MA
3. Name: Junior Labach - Admin Asst.  
Address: QCC  
City/State: Worcester, MA
4. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_
5. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_

**Agreement for Outside Contractor/Agency/Individual to access  
Worcester Public School Student Data**

This Agreement is made by and between Sara Britt ("Contractor/Agency") and Worcester Public Schools ("WPS"). Contractor/Agency and WPS ("parties") agree as follows:

- 1) WPS appoints Contractor/Agency/Individual as a "school official" as that term is used in Title 34, Code of Federal Regulations, §§ 99.7(a)(3)(iii) and 99.31(a)(1), for the purpose of conducting a study that will examine the relationship between DIBELS test scores of kindergarten students and age.
- 2) The WPS determines that Contractor/Agency/Individual has a "legitimate educational, research, or safety interest."
- 3) Contractor/Agency shall comply, as though it were the WPS, with all of the requirements of the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and the regulations adopted there under (34 C.F.R. 99) which address disclosure to third parties of record data.
- 4) To effect the purposes of this Agreement, WPS may from time to time provide Contractor/Agency with certain personal identifiable information of WPS's students that is regulated by various state and federal laws and regulations. The Contractor/Agency represents that it maintains appropriate data security measures to protect WPS consistent with all applicable state and federal laws and regulations. Further, to protect the privacy of WPS data, the Contractor/Agency will, for so long as it retains WPS student information (1) maintain the confidentiality of information as set forth in this Agreement; (2) limit access to data to Contractor/Agency employees, agents and subcontractors who need access to fulfill Contractor/Agency obligations hereunder; (3) require that its agents and subcontractors who have access to student data agree to abide by the same restrictions and conditions that apply to Contractor/Agency; (4) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of WPS student information and protect against unauthorized access to or use of WPS student data that could result in substantial harm or inconvenience to the WPS.
- 5) Access to WPS student data will be limited solely to the individuals **whose names and addresses appear on the attached Exhibit A.**
- 6) Contractor/Agency agrees to submit a draft of any proposed publication to WPS that utilizes WPS student data for their review at least thirty (30) days prior to submission for publication, presentation, or use. All publications and/or presentations of data will anonymize results so that the district and its school are not identified.
- 7) Contractor/Agency shall use WPS student data only for the specific purpose outlined in this agreement. All other uses by Contractor/Agency will require written consent by WPS.
- 8) Contractor/Agency shall hold harmless, defend and indemnify WPS, its officers, and employees, from any claim, cause of action, or losses suffered by WPS as a result of an intentional or negligent act or omission of Contractor/Agency, or Contractor/Agency's failure to comply with this Agreement or with the requirements of FERPA, HIPPA, or 201 CMR 17.00.
- 9) This Agreement may be amended in writing signed by individuals having authority to bind the parties. The Agreement shall continue in effect until terminated. Either party may terminate the Agreement by giving 30 calendar days written notice to the individual who signs this Agreement for the other party or his or her successor in office.

By signing below each party manifests its agreement to all of the provisions of this Agreement.

District:	<u>Worcester Public Schools</u>	Contractor/Agency:	<u>Patricia Jordan</u>
Signed:		Signed:	
Printed Name:	<u>David Perda</u>	Printed Name:	<u>Sara Britt</u>
Title:	<u>Chief Research &amp; Accountability Officer</u>	Title:	<u>Teacher, Elm Park Community School</u>

**Exhibit A**

**Individuals Authorized to Access Student Information Under This Agreement**

1.       Name: Sara Brutt  
Address: 36 Eureka St  
City/State: Worcester MA 01603  
508 769-6713  
brutts@worc.k12.ma.us
2.       Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_
3.       Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_
4.       Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_
5.       Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_

**Agreement for Outside Contractor/Agency to access  
Worcester Public School Student Data**

This Agreement is made by and between School Bus Consultants, LLC ("Contractor/Agency/SBC ") and the Worcester Public Schools ("WPS"). Contractor/Agency and WPS ("parties") agree as follows:

- 1) WPS appoints Contractor/Agency as a "school official" as that term is used in Title 34, Code of Federal Regulations, §§ 99.7(a)(3)(iii) and 99.31(a)(1), for the purpose conducting a detailed assessment of transportation services in the WPS. As a component of this assessment, SBC will be analyzing the efficiency of school bus routes. Additionally, SBC will be attempting to analyze the quality of services provided to students as measured through key performance indicators such as ride time, bus loading, total time on the bus, and capacity use. The student level and route level data in the transportation routing software will serve as the key data source for that analysis.

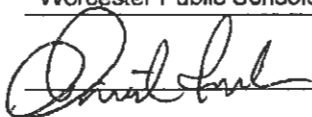
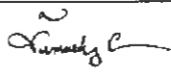
The WPS determines that Contractor/Agency has a "legitimate educational, research, operational or safety interest."

- 2) Contractor/Agency shall comply, as though it were the WPS, with all of the requirements of the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and the regulations adopted there under (34 C.F.R. 99) which address disclosure to third parties of record data. In addition, contractor will comply with HIPPA which protects the confidentiality of any medical records and 201 CMR 17.00: Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth.
- 3) To effect the purposes of this Agreement, WPS may from time to time provide Contractor/Agency with certain personal identifiable information of WPS's students, faculty and employees that is regulated by various state and federal laws and regulations. The Contractor/Agency represents that it maintains appropriate data security measures, including a written information security policy, to protect WPS consistent with all applicable state and federal laws and regulations. Further, to protect the privacy of WPS data, the Contractor/Agency will, for so long as it retains WPS student information (1) maintain the confidentiality of information as set forth in this Agreement; (2) limit access to data to Contractor/Agency employees, agents and subcontractors who need access to fulfill Contractor/Agency obligations hereunder; (3) require that its agents and subcontractors who have access to student data agree to abide by the same restrictions and conditions that apply to Contractor/Agency; (4) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of WPS student information and protect against unauthorized access to or use of WPS student data that could result in substantial harm or inconvenience to the WPS.
- 4) Access to WPS student data will be limited solely to the individuals **whose names and addresses appear on the attached Exhibit A.**
- 5) Contractor/Agency shall use WPS student data only for the specific purpose outlined in this agreement. All other uses by Contractor/Agency will require written consent by WPS.
- 6) Contractor/Agency shall hold harmless, defend and indemnify WPS, its officers, and employees, from any claim, cause of action, or losses suffered by WPS as a result of an intentional or negligent act or omission of

Contractor/Agency, or Contractor/Agency's failure to comply with this Agreement or with the requirements of FERPA, HIPPA, or 201 CMR 17.00.

- 7) This Agreement may be amended in writing signed by individuals having authority to bind the parties.
- 8) This Agreement shall continue in effect until April 30, 2014. Either party may terminate the Agreement beforehand by giving 30 calendar days written notice to the individual who signs this Agreement for the other party or his or her successor in office. Upon termination of the Agreement, all data provided by WPS to Contractor/Agency is to be destroyed or returned to the WPS. The Contractor/Agency may request an extension of the Agreement by submitting a request in writing to the WPS at least 15 days prior to the termination date.

By signing below each party manifests its agreement to all of the provisions of this Agreement.

District:	<u>Worcester Public Schools</u>	Contractor/Agency:	<u>School Bus Consultants, LLC</u>
Signed:		Signed:	
Printed Name:	<u>David Perda</u>	Printed Name:	<u>Timothy Ammon</u>
Title:	<u>Chief Research &amp; Accountability Officer</u>	Title:	<u>Vice President</u>
Date:	<u>1/7/2014</u>	Date:	<u>1/8/2014</u>

## Exhibit A

### Individuals Authorized to Access Student Information Under This Agreement

1. Name: Jeff Viar  
Address: 60 West St Suite 400  
City/State: Annapolis, MD 21401  
Date: 1/8/2014

2. Name: Tina Nguyen  
Address: 60 West St Suite 400  
City/State: Annapolis, MD 21401  
Date: 1/8/2014

3. Name: Tim Ammon  
Address: 60 West St Suite 400  
City/State: Annapolis, MD 21401  
Date: 1/8/2014

4. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_  
Date: \_\_\_\_\_

5. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_  
Date: \_\_\_\_\_

## Perda, David

---

**From:** Tim Ammon <TAmmon@schoolbusconsultants.com>  
**Sent:** Wednesday, November 05, 2014 8:42 AM  
**To:** Perda, David  
**Subject:** Re: Data Sharing Agreement

Hi David. Thanks this is something Brian, John and I spoke about and I forgot to reach out to you. I am sorry about that. If we reset it to April 30, 2015. that should be more than adequate. I think we will be done our work before than but I would like to have some slack in case we need to address questions by the Board or if transition questions come up as John is looking at the routes we built. Thanks.

Tim

On Nov 4, 2014, at 14:09, Perda, David <[PerdaD@worc.k12.ma.us](mailto:PerdaD@worc.k12.ma.us)> wrote:

Hi Tim,

Brian Allen informed me recently that SBC is again working with WPS student information. If so, we should rework our data sharing agreement as the previous one expired at the end of April.

If you are in agreement, can you please suggest an expiration data for a new agreement that makes sense for your work? Once I hear back from you, I'll update the previous document (attached) for your review and signature.

Thanks,

David

---

David Perda  
Chief Research and Accountability Officer  
Worcester Public Schools  
20 Irving Street  
Worcester, MA 01609  
Tel: 508-799-3060

**From:** Tim Ammon [<mailto:TAmmon@mpsconsultant.com>]  
**Sent:** Wednesday, January 08, 2014 2:08 PM  
**To:** Perda, David  
**Subject:** RE: Data Sharing Agreement

Thanks David. Much appreciated.

**From:** Perda, David [<mailto:PerdaD@worc.k12.ma.us>]  
**Sent:** Wednesday, January 08, 2014 2:02 PM  
**To:** Tim Ammon  
**Subject:** RE: Data Sharing Agreement

Thanks, Tim. This is all set and a copy is attached for your records. If you need to extend the agreement beyond 4/30/14 or add additional personnel, just let me know. Best of luck with your work. David

---

**From:** Tim Ammon [<mailto:TAmmon@mpsconsultant.com>]  
**Sent:** Wednesday, January 08, 2014 9:39 AM  
**To:** Perda, David  
**Subject:** RE: Data Sharing Agreement

Hi David, this agreement was good. I have signed it and filled in Exhibit A as requested. Let me know what else you need. Thanks again for the help.

Tim

---

**From:** Perda, David [<mailto:PerdaD@worc.k12.ma.us>]  
**Sent:** Tuesday, January 07, 2014 10:13 PM  
**To:** Tim Ammon  
**Subject:** RE: Data Sharing Agreement

Hi Tim,

Please review the attached data sharing agreement. If it looks okay, please complete the signature section as well as Exhibit A and return a PDF of the document to me. I will then do the same and return a copy to you for your records. I'll add that the agreement should be signed by someone in your organization with legal authority to sign contracts for SBC.

If you would like to suggest changes to the agreement, I'd appreciate it if you could make them using MS Word track changes.

Please let me know if you have any questions.

Best,

David

---

David Perda  
Chief Research and Accountability Officer  
Worcester Public Schools  
20 Irving Street  
Worcester, MA 01609  
Tel: 508-799-3060

---

**From:** Tim Ammon [[TAmmon@mpsconsultant.com](mailto:TAmmon@mpsconsultant.com)]  
**Sent:** Thursday, January 02, 2014 4:12 PM  
**To:** Perda, David  
**Subject:** RE: Data Sharing Agreement

Thanks David. We are going to get one down here in Phili also, but probably less than you guys!. Whenever you can. Thanks.

Tim



**From:** Perda, David [<mailto:PerdaD@worc.k12.ma.us>]  
**Sent:** Thursday, January 02, 2014 4:05 PM  
**To:** Tim Ammon  
**Subject:** FW: Data Sharing Agreement

Hi Tim,

Thanks for providing Robert Stearns and Brian Allen with the information requested. I'm going to go ahead and prepare a draft of a data sharing agreement for this purpose. I will send it to for your review. We're expecting a snowstorm here tomorrow so it may not be until Monday.

Best,

David

---

David Perda  
Chief Research and Accountability Officer  
Worcester Public Schools  
20 Irving Street  
Worcester, MA 01609  
Tel: 508-799-3060

---

**From:** Tim Ammon [<mailto:TAmmon@mpsconsultant.com>]  
**Sent:** Thursday, January 02, 2014 1:45 PM  
**To:** Stearns, Robert  
**Subject:** RE: Data Sharing Agreement

Hi Bob. I think this is what they need. Let me know what else.

Tim

**From:** Stearns, Robert [<mailto:StearnsR@worcesterma.gov>]  
**Sent:** Thursday, January 02, 2014 12:17 PM  
**To:** Tim Ammon  
**Subject:** FW: Data Sharing Agreement

Hey Tim,

Please see below.

Thanks

Bob

---

**From:** Allen, Brian [<mailto:AllenB@worc.k12.ma.us>]  
**Sent:** Thursday, January 02, 2014 9:04 AM  
**To:** Stearns, Robert  
**Subject:** FW: Data Sharing Agreement

Bob,

I have heard back from our Research and Accountability person, each data agreement is developed based on the specific purpose and is thus unique so we don't just have a standard agreement to send to you (to forward to SBC). However, if SBC can provide me with the following info, Research and Accountability will prepare a draft:

- 1) purpose or why SBC needs access to protected data;
- 2) to what data elements SBC needs access to perform its duties for the district;
- 3) the expected duration of the agreement (start date/end date);
- 4) name of the organization who will have access to the protected information; and
- 5) contact information (name, title, address, email and phone number) for the representative of the organization

Brian

---

**From:** Allen, Brian  
**Sent:** Monday, December 30, 2013 10:41 AM  
**To:** Perda, David  
**Subject:** Data Sharing Agreement

As part of the transportation review by a third party with the City, they need access to our Versa-Trans student routing software data. To do this, we will need a data sharing agreement in place. Can you send me the agreement that we use for these arrangements?

<SchoolBusConsultantsLLC\_010814.pdf>

**Agreement for Outside Contractor/Agency to access  
Worcester Public School Student Data**

This Agreement is made by and between The College Board. ("Contractor/Agency") and the Worcester Public Schools ("WPS"). Contractor/Agency and WPS ("parties") agree as follows:

- 1) WPS appoints Contractor/Agency as a "school official" as that term is used in Title 34, Code of Federal Regulations, §§ 99.7(a)(3)(iii) and 99.31(a)(1), for the purpose of having access to student-level data for purposes related to the bulk registration for the PSAT/NMSQT exam. The WPS provides the College Board with student-level information on an annual basis used for registering WPS students for the PSAT/NMSQT exam. The student information shall become a permanent part of the student's records until such record(s) are deleted by the College Board.
- 2) The WPS determines that Contractor/Agency has a legitimate educational, operational, research, or safety interest.
- 3) Contractor/Agency shall comply, as though it were the WPS, with all of the requirements of the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and the regulations adopted there under (34 C.F.R. 99) which address disclosure to third parties of record data.
- 4) To effect the purposes of this Agreement, WPS may from time to time provide Contractor/Agency with certain personal identifiable information of WPS's students, faculty and employees that is regulated by various state and federal laws and regulations. The Contractor/Agency represents that it maintains appropriate data security measures, including a written information security policy, to protect WPS consistent with all applicable state and federal laws and regulations. Further, to protect the privacy of WPS data, the Contractor/Agency will, for so long as it retains WPS student information (1) maintain the confidentiality of information as set forth in this Agreement; (2) limit access to data to Contractor/Agency employees, agents and subcontractors who need access to fulfill Contractor/Agency obligations hereunder; (3) require that its agents and subcontractors who have access to student data agree to abide by the same restrictions and conditions that apply to Contractor/Agency; (4) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of WPS student information and protect against unauthorized access to or use of WPS student data that could result in substantial harm or inconvenience to the WPS.
- 5) The College Board will limit access, of the student information provided by WPS, to employees within departments supporting the Worcester Public Schools account.
- 6) Contractor/Agency shall use WPS student data only for the specific purpose outlined in this agreement. All other uses by Contractor/Agency will require written consent by WPS.
- 7) Each party shall hold harmless, defend and indemnify the other party, its officers, and employees, from any claim, cause of action, or losses suffered by the indemnified party as a result of an intentional or gross negligent act or omission of the indemnifying party, or indemnifying party's failure to comply with this Agreement or with the requirements of FERPA, provided that the indemnified party: (a) promptly gives written notice of the claim to indemnifying party (b) gives indemnifying party sole control of the defense and settlement of the claim (provided that

indemnifying party may not settle or defend any claim unless it unconditionally releases the indemnified party of all liability); (c) provides to indemnifying party all reasonably available information and assistance; and (d) has not compromised or settled such claim without indemnifying party's prior written consent..

- 8) This Agreement may be amended in writing signed by individuals having authority to bind the parties. The Agreement shall continue in effect until terminated. Either party may terminate the Agreement by giving 30 calendar days written notice to the individual who signs this Agreement for the other party or his or her successor in office.

By signing below each party manifests its agreement to all of the provisions of this Agreement.

District: Worcester Public Schools

Contractor/Agency: The College Board

Signed: 

Signed: 

Printed Name: David Perda

Printed Name: Stacy Caldwell

Title: Chief Research &  
Accountability Officer

Title: Vice President

## **Web Hosting Agreement**

This agreement is entered into by and between The Cooper Institute ("CI"), a Texas based 501(C)(3) organization at 12330 Preston Rd., Dallas, Texas 75230 and Worcester Public Schools – the "Parties".

The purpose of this Agreement is to describe the web-based hosting of the FITNESSGRAM application and data that CI will provide for the Customer.

### ***Responsibilities of the Parties***

#### ***CI***

CI will provide the following services to Customer:

1. Installation, configuration, maintenance and upgrades of the FG application and database servers to host FITNESSGRAM for the Customer.
  - a. Server operating system configuration, maintenance and upgrades;
  - b. SQL server configuration, maintenance and upgrades;
  - c. Performance monitoring and tuning;
  - d. Nightly backups
  - e. Redundant power supplies
  - f. Raid Levels 1, 5, and 10 to ensure performance and data integrity;
  - g. 15,000 RPM SAS drives.
2. Provision of Data center
  - a. Backed up by enterprise UPS and generator.
  - b. Secure Internet connection with Intrusion Protection System (IPS) with monitoring;
  - c. Client to server encryption provided through using SSL Certificate(s) with 128 bit encryption.
3. Provision of technical support for issues regarding actual Internet connectivity to the software.
4. Provision of technical support by working cooperatively with Human Kinetics support department in resolving issues related to software function.
5. Provision of functioning FITNESSGRAM application as long as payment of fees by Customer is up-to-date.

#### ***Customer***

Customer is responsible for the following:

1. Supply CI with appropriate FG license code to be used in establishing FG web hosting environment for Customer.
2. Input all data, either by electronic import or data entry, related to Customer's use of the FITNESSGRAM software application. Data could include information on teachers, classes, students, fitness test scores, activity assessment scores and activity data.
3. Report any issues related to FITNESSGRAM software function directly to FITNESSGRAM Technical Support at Human Kinetics. (800-747-4457 or [support@hkusa.com](mailto:support@hkusa.com)).

4. Report any issues related to Internet connectivity for the FITNESSGRAM web application directly to CI (800-635-7050 or [Fitnessgram@cooperinst.org](mailto:Fitnessgram@cooperinst.org)).
5. Pay annual FITNESSGRAM subscription fee to Human Kinetics in a timely manner.

#### ***Term of this Agreement***

1. The term of this Agreement shall be for a specified number of years based on the hosting fee that is paid (one or multiple years).
2. This effective date of this agreement shall be the date that CI forwards the appropriate URL and user access information to Customer.

#### ***Back-up and Disaster Recovery***

1. CI shall back-up Customer's data daily and retain those back-up copies for use in disaster recovery.
2. In the event that Customer's data is lost, CI shall restore the backup data.
3. CI shall not be responsible for files that cannot be recovered due to corrupt data, fires or any other disaster beyond CI control.

#### ***Confidential Information***

1. CI employees, agents and subcontractors agree that in executing tasks required in this Agreement, will not use any student-identifying information in any way that violates the provisions of F.E.R.P.A.
2. CI employees, agents and subcontractors may have access to confidential data maintained by the Local Education Agency (LEA) to the extent necessary to carry out CI's responsibilities under this Agreement. All information received pursuant to the Agreement is confidential and shall remain the property of the LEA unless otherwise designated by the LEA.
  - a. CI shall provide to the LEA a written description of the Contractor's policies and procedures to safeguard confidential information upon request;
  - b. CI must designate one individual who shall remain the responsible authority in charge of all data collected, used or disseminated by CI in connection with the performance of the Agreement.
  - c. CI shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Agreement.The private or confidential data shall remain the property of the LEA at all times.
3. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the LEA, either during the period of the Agreement or thereafter. Any data supplied to or created by CI shall be considered the property of the LEA. CI must return any and all data collected, maintained, created or used in the course of the performance of the Agreement, promptly at the request of the LEA.
4. In the event that a subpoena or other legal process is served upon CI seeking records containing confidential information, CI shall promptly notify the LEA, and cooperate with the LEA in any lawful effort to protect the confidential information.
5. CI shall immediately report to the LEA any unauthorized disclosure of confidential information.



6. CI's confidentiality obligation under the Agreement shall survive termination of the Agreement.
7. CI shall abide by the terms set out in the Agreement for Outside Contractor/Agency to Access Worcester Public School Student Data which is attached as Attachment A to this Letter of Agreement.

### **Termination**

1. Either party may terminate this Agreement at any time with sixty (60) days written notice to the other.
2. Either party may terminate this Agreement in the event the other party is in material breach of any provision of this Agreement upon ten (10) business days prior written notice, unless the party receiving notice corrects the default within such ten business days.
3. Should CI terminate this Agreement, a pro-rated refund shall be provided to Customer by Human Kinetics based on the termination date and the scheduled renewal date.

### **Publicity**

Customer agrees that the names and other information of and concerning the CI, the Cooper Aerobics Center and Dr. Kenneth H. Cooper, M.D., M.P.H. cannot be used by Customer without prior written approval from the CI.

### **Choice of Law/Entire Agreement**

In the event of any conflict between the Worcester Access Agreement and the LOA, the provisions of the Worcester Access Agreement shall control.

### **PLEASE RETURN SIGNED COPY TO:**

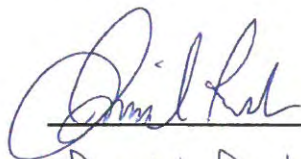
fgwebhosting@cooperinst.org

-or-

972-341-3224 (fax)

**Worcester Public Schools**

**The Cooper Institute**



David Perda

Chief Research Accountability Officer

11/19/13

BY



NAME Blaine L. Nelson

TITLE President and CEO

DATE November 19, 2013

## Attachment A

### **Agreement for Outside Contractor/Agency to access Worcester Public School Student Data**

This Agreement is made by and between The Cooper Institute ("Contractor/Agency") and Worcester Public Schools ("WPS"). Contractor/Agency and WPS ("parties") agree as follows:

- 1) WPS appoints Contractor/Agency as a "school official" as that term is used in Title 34, Code of Federal Regulations, §§ 99.7(a)(3)(iii) and 99.31(a)(1), for the purpose of providing software for managing and reporting information on youth physical fitness. The WPS has engaged in a contract with the Cooper Institute, the Perot International Youth Data Center and Fitnessgram to provide software and hosting services.

The WPS determines that Contractor/Agency has a legitimate educational, operational research, or safety interest.

- 2) Contractor/Agency shall comply, as though it were the WPS, with all of the requirements of the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and the regulations adopted there under (34 C.F.R. 99) which address disclosure to third parties of record data. In addition, contractor will comply with HIPPA which protects the confidentiality of any medical records.
- 3) To effect the purposes of this Agreement, WPS may from time to time provide Contractor/Agency with certain personal identifiable information of WPS's students, faculty and employees that is regulated by various state and federal laws and regulations. The Contractor/Agency represents that it maintains appropriate data security measures, including a written information security policy, to protect WPS consistent with all applicable state and federal laws and regulations. Further, to protect the privacy of WPS data, the Contractor/Agency will, for so long as it retains WPS student information (1) maintain the confidentiality of information as set forth in this Agreement; (2) limit access to data to Contractor/Agency employees, agents and subcontractors who need access to fulfill Contractor/Agency obligations hereunder; (3) require that its agents and subcontractors who have access to student data agree to abide by the same restrictions and conditions that apply to Contractor/Agency; (4) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of WPS student information and protect against unauthorized access to or use of WPS student data that could result in substantial harm or inconvenience to the WPS.



- 4) The Cooper Institute will limit access to employees within departments supporting the Worcester Public Schools account, including Information Technology, Perot International Youth Data Center.
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- 5) Contractor/Agency shall use WPS student data only for the specific purpose outlined in this agreement. All other uses by Contractor/Agency will require written consent by WPS.
- 6) Contractor/Agency shall hold harmless, defend and indemnify WPS, its officers, and employees, from any claim, cause of action, or losses suffered by WPS as a result of an intentional or negligent act or omission of Contractor/Agency, or Contractor/Agency's failure to comply with this Agreement or with the requirements of FERPA or HIPPA.

WPS shall hold harmless, defend and indemnify Contractor, its officers, and employees, from any claim, cause of action, or losses suffered by Contractor as a result of an intentional or negligent act or omission of WPS or WPS's failure to comply with this Agreement or with the requirements of FERPA or HIPPA.

- 7) This Agreement may be amended in writing signed by individuals having authority to bind the parties. The Agreement shall continue in effect until terminated. Either party may terminate the Agreement by giving 30 calendar days written notice to the individual who signs this Agreement for the other party or his or her successor in office.

**Agreement for Outside Contractor/Agency to access  
Worcester Public School Student Data**

This Agreement is made by and between University of Massachusetts Donahue Institute ("Contractor/Agency") and the Worcester Public Schools ("WPS"). Contractor/Agency and WPS ("parties") agree as follows:

- 1) WPS appoints Contractor/Agency as a "school official" as that term is used in Title 34, Code of Federal Regulations, §§ 99.7(a)(3)(iii) and 99.31(a)(1), for the purpose of conducting an evaluation of the One City One Library (OCOL) initiative.


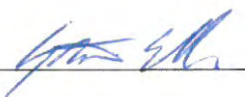
The WPS determines that Contractor/Agency has a "legitimate educational, research, or safety interest."

- 2) Contractor/Agency shall comply, as though it were the WPS, with all of the requirements of the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and the regulations adopted there under (34 C.F.R. 99) which address disclosure to third parties of record data.
- 3) To effect the purposes of this Agreement, WPS may from time to time provide Contractor/Agency with certain personal identifiable information of WPS's students that is regulated by various state and federal laws and regulations. The Contractor/Agency represents that it maintains appropriate data security measures, including a written information security policy, to protect WPS consistent with all applicable state and federal laws and regulations. Further, to protect the privacy of WPS data, the Contractor/Agency will, for so long as it retains WPS student information (1) maintain the confidentiality of information as set forth in this Agreement; (2) limit access to data to Contractor/Agency employees, agents and subcontractors who need access to fulfill Contractor/Agency obligations hereunder; (3) require that its agents and subcontractors who have access to student data agree to abide by the same restrictions and conditions that apply to Contractor/Agency; (4) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of WPS student information and protect against unauthorized access to or use of WPS student data that could result in substantial harm or inconvenience to the WPS.
- 4) Access to WPS student data will be limited solely to the individuals **whose names and addresses appear on the attached Exhibit A.**
- 5) Contractor/Agency agrees to submit a draft of any proposed publication to WPS that utilizes WPS student data for their review and approval at least thirty (30) days prior to submission for publication, presentation, or use.
- 6) Contractor/Agency shall use WPS student data only for the specific purpose outlined in this agreement. All other uses by Contractor/Agency will require written consent by WPS.
- 7) Contractor/Agency shall hold harmless, defend and indemnify WPS, its officers, and employees, from any claim, cause of action, or losses suffered by WPS as a result of an intentional or negligent act or omission of

Contractor/Agency, or Contractor/Agency's failure to comply with this Agreement or with the requirements of FERPA, HIPPA, or 201 CMR 17.00.

- 8) This Agreement may be amended in writing signed by individuals having authority to bind the parties.
- 9) This Agreement shall continue in effect until August 30, 2015. Either party may terminate the Agreement beforehand by giving 30 calendar days written notice to the individual who signs this Agreement for the other party or his or her successor in office. Upon termination of the Agreement, all data provided by WPS to Contractor/Agency is to be destroyed or returned to the WPS. The Contractor/Agency may request an extension of the Agreement by submitting a request in writing to the WPS at least 15 days prior to the determination date.

By signing below each party manifests its agreement to all of the provisions of this Agreement.

District:	Worcester Public Schools	Contractor/Agency:	University of Massachusetts Donahue Institute
Signed:		Signed:	
Printed Name:	David Perda	Printed Name:	Steven Ellis
Title:	Chief Research & Accountability Officer	Title:	Director, UMDI Applied Research & Program Evaluation Unit

## Exhibit A

### Individuals Authorized to Access Student Information Under This Agreement

1.     Name:        \_\_\_Jen Gordon\_\_\_\_\_
- Address:    \_\_\_UMass Donahue Institute, 333 South St.\_\_\_\_
- City/State:   \_\_\_Shrewsbury, MA 01545\_\_\_\_\_
  
2.     Name:        \_\_\_Beth-Ann Tek\_\_\_\_\_
- Address:    \_\_\_UMass Donahue Institute, 333 South St.\_\_\_\_
- City/State:   \_\_\_Shrewsbury, MA 01545\_\_\_\_\_
  
3.     Name:        \_\_\_\_\_
- Address:    \_\_\_\_\_
- City/State:   \_\_\_\_\_
  
4.     Name:        \_\_\_\_\_
- Address:    \_\_\_\_\_
- City/State:   \_\_\_\_\_
  
5.     Name:        \_\_\_\_\_
- Address:    \_\_\_\_\_
- City/State:   \_\_\_\_\_

**Agreement for Outside Contractor/Agency to access  
Worcester Public School Student Data**

This Agreement is made by and between University of Massachusetts Medical School ("Contractor/Agency") and the Worcester Public Schools ("WPS"). Contractor/Agency and WPS ("parties") agree as follows:

- 1) WPS appoints Contractor/Agency as a "school official" as that term is used in Title 34, Code of Federal Regulations, §§ 99.7(a)(3)(iii) and 99.31(a)(1), for the purpose of conduct research the efficacy of the Second Step Early Learning (SSEL) curriculum on young children's end of preschool social skills, emotion regulation, executive functioning, and academic readiness skills, and how these impact kindergarten readiness screening and kindergarten performance.

The WPS determines that Contractor/Agency has a "legitimate educational, research, or safety interest."

- 2) Contractor/Agency shall comply, as though it were the WPS, with all of the requirements of the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and the regulations adopted there under (34 C.F.R. 99) which address disclosure to third parties of record data.
- 3) To effect the purposes of this Agreement, WPS may from time to time provide Contractor/Agency with certain personal identifiable information of WPS's students that is regulated by various state and federal laws and regulations. The Contractor/Agency represents that it maintains appropriate data security measures, including a written information security policy, to protect WPS consistent with all applicable state and federal laws and regulations. Further, to protect the privacy of WPS data, the Contractor/Agency will, for so long as it retains WPS student information (1) maintain the confidentiality of information as set forth in this Agreement; (2) limit access to data to Contractor/Agency employees, agents and subcontractors who need access to fulfill Contractor/Agency obligations hereunder; (3) require that its agents and subcontractors who have access to student data agree to abide by the same restrictions and conditions that apply to Contractor/Agency; (4) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of WPS student information and protect against unauthorized access to or use of WPS student data that could result in substantial harm or inconvenience to the WPS.
- 4) Access to WPS student data will be limited solely to the individuals **whose names and addresses appear on the attached Exhibit A.**
- 5) Contractor/Agency agrees to submit a draft of any proposed publication to WPS that identifies use of WPS student data for their review and approval at least thirty (30) days prior to submission for publication, presentation, or use.
- 6) Contractor/Agency shall use WPS student data only for the specific purpose outlined in this agreement. All other uses by Contractor/Agency will require written consent by WPS.
- 7) Contractor/Agency shall hold harmless, defend and indemnify WPS, its officers, and employees, from any claim, cause of action, or losses suffered by WPS as a result of an intentional or negligent act or omission of Contractor/Agency, or Contractor/Agency's failure to comply with this Agreement or with the requirements of FERPA, HIPPA, or 201 CMR 17.00.

- 8) This Agreement may be amended in writing signed by individuals having authority to bind the parties.
- 9) This Agreement shall continue in effect until June 30, 2018. Either party may terminate the Agreement beforehand by giving 30 calendar days written notice to the individual who signs this Agreement for the other party or his or her successor in office. Upon termination of the Agreement, all data provided by WPS to Contractor/Agency is to be destroyed or returned to the WPS. The Contractor/Agency may request an extension of the Agreement by submitting a request in writing to the WPS at least 15 days prior to the determination date.

By signing below each party manifests its agreement to all of the provisions of this Agreement.

District: Worcester Public Schools

Contractor/Agency: University of Massachusetts Medical School

Signed: 

Signed:  5/28/14

Printed Name: David Perda

Printed Name: Diego R. Vazquez

Name: \_\_\_\_\_

\_\_\_\_\_

Title: Chief Research & Accountability Officer

Title: Assistant Vice Provost, Research Funding

## **Exhibit A**

### **Individuals Authorized to Access Student Information Under This Agreement**

1.     **Name:**           Carole Upshur, Ed.D., Principal Investigator  
  
       **Address:**     Dept. Family Medicine and Community Health, UMass Medical  
                          School, 55 Lake Ave North  
  
       **City/State:**   Worcester MA
  
2.     **Name:**           Melodie Wenz-Gross, Co-PI  
  
       **Address:**     Dept. Family Medicine and Community Health UMass Medical School 55  
                          Lake Ave North  
  
       **City/State:**   Worcester MA
  
3.     **Name:**           Gail Sawosik, MBS, Project Coordinator  
  
       **Address:**     Dept. Family Medicine and Community Health UMass Medical School  
                          55 Lake Ave North  
  
       **City/State:**   Worcester MA
  
4.     **Name:**           Jennifer Hazelton, MA, Field Coordinator  
  
       **Address:**     Dept. Family Medicine and Community Health UMass Medical School 55  
                          Lake Ave North  
  
       **City/State:**   Worcester MA
  
5.     **Name:**           Jennifer Poulakos, PhD, Fellow  
  
       **Address:**     Dept. Family Medicine and Community Health UMass Medical School 55  
                          Lake Ave North  
  
       **City/State:**   Worcester MA

**Agreement for Outside Contractor/Agency to access  
Worcester Public School Student Data**

This Agreement is made by and between Visual Software, Inc. ("Contractor/Agency") and Worcester Public Schools ("WPS"). Contractor/Agency and WPS ("parties") agree as follows:

- 1) WPS appoints Contractor/Agency as a "school official" as that term is used in Title 34, Code of Federal Regulations, §§ 99.7(a)(3)(iii) and 99.31(a)(1), for the purpose of providing Visual Software, Inc., with access to the database log files in order to field test a potential solution pertaining to data transfer. Also, while providing support, Visual Software, Inc. employees and/or contractors may inadvertently see federally protected student information.
- 2) The WPS determines that Contractor/Agency has a "legitimate educational, research, or safety interest.
- 3) Contractor/Agency shall comply, as though it were the WPS, with all of the requirements of the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and the regulations adopted there under (34 C.F.R. 99) which address disclosure to third parties of record data. In addition, contractor will comply with HIPPA which protects the confidentiality of any medical records and 201 CMR 17.00: Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth.
- 4) To effect the purposes of this Agreement, WPS may from time to time provide Contractor/Agency with certain personal identifiable information of WPS's students, faculty and employees that is regulated by various state and federal laws and regulations. The Contractor/Agency represents that it maintains appropriate data security measures, including a written information security policy, to protect WPS consistent with all applicable state and federal laws and regulations. Further, to protect the privacy of WPS data, the Contractor/Agency will, for so long as it retains WPS student information (1) maintain the confidentiality of information as set forth in this Agreement; (2) limit access to data to Contractor/Agency employees, agents and subcontractors who need access to fulfill Contractor/Agency obligations hereunder; (3) require that its agents and subcontractors who have access to student data agree to abide by the same restrictions and conditions that apply to Contractor/Agency; (4) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of WPS student information and protect against unauthorized access to or use of WPS student data that could result in substantial harm or inconvenience to the WPS.
- 5) Access to WPS student data will be limited solely to the individuals **whose names and addresses appear on the attached Exhibit A.**
- 6) Contractor/Agency shall use WPS student data only for the specific purpose outlined in this agreement. All other uses by Contractor/Agency will require written consent by WPS.
- 7) Contractor/Agency shall hold harmless, defend and indemnify WPS, its officers, and employees, from any claim, cause of action, or losses suffered by WPS as a result of an intentional or negligent act or omission of Contractor/Agency, or Contractor/Agency's failure to comply with this Agreement or with the requirements of FERPA, HIPPA, or 201 CMR 17.00.



- 8) This Agreement may be amended in writing signed by individuals having authority to bind the parties. The Agreement shall continue in effect until terminated. Either party may terminate the Agreement by giving 30 calendar days written notice to the individual who signs this Agreement for the other party or his or her successor in office.

By signing below each party manifests its agreement to all of the provisions of this Agreement.

District: Worcester Public Schools

Contractor/Agency: Visual Software, Inc

Signed: 

Signed: 

Printed Name: David Perda

Printed Name: Robert Hutchison

Title: Chief Research & Accountability Officer

Title: President

Exhibit A

Individuals Authorized to Access Student Information Under This Agreement

1. Name: Robert Hutchison  
Address: 9 Columbine Circle  
City/State: Newton, PA 18947
2. Name: Stefanie Johnson  
Address: 3446 Norwood Pl.  
City/State: Holland, PA 189166
3. Name: Robert Schmidt  
Address: 1031 N Easton Rd  
City/State: Doylestown, PA 18902
4. Name: Daniel Baker  
Address: 43 Nilworth Ln.  
City/State: Lancaster, PA 19047
5. Name: Todd Whitten  
Address: 203 E. Church St.  
City/State: Sandersville, GA 31082

Agreement for Outside Contractor/Agency to access  
Worcester Public School Student Data

This Agreement is made by and between Wilson Language Training ("Contractor/Agency") and the Worcester Public Schools ("WPS"). Contractor/Agency and WPS ("parties") agree as follows:

- 1) WPS appoints Contractor/Agency as a "school official" as that term is used in Title 34, Code of Federal Regulations, §§ 99.7(a)(3)(iii) and 99.31(a)(1), for the purpose of Wilson Language Training (WLT) is requesting to conduct a study of the impact of providing students with Foundations, a structured word study reading program. In the fall of 2011, Worcester Public Schools (WPS) began implementing Foundations. WLT proposes to use historical data collected by WPS to assess the impact on this instruction of student achievement.

The WPS determines that Contractor/Agency has a "legitimate educational, research, or safety interest."

- 2) Contractor/Agency shall comply, as though it were the WPS, with all of the requirements of the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and the regulations adopted there under (34 C.F.R. 99) which address disclosure to third parties of record data.
- 3) To effect the purposes of this Agreement, WPS may from time to time provide Contractor/Agency with certain personal identifiable information of WPS's students that is regulated by various state and federal laws and regulations. The Contractor/Agency represents that it maintains appropriate data security measures, including a written information security policy, to protect WPS consistent with all applicable state and federal laws and regulations. Further, to protect the privacy of WPS data, the Contractor/Agency will, for so long as it retains WPS student information (1) maintain the confidentiality of information as set forth in this Agreement; (2) limit access to data to Contractor/Agency employees, agents and subcontractors who need access to fulfill Contractor/Agency obligations hereunder; (3) require that its agents and subcontractors who have access to student data agree to abide by the same restrictions and conditions that apply to Contractor/Agency; (4) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of WPS student information and protect against unauthorized access to or use of WPS student data that could result in substantial harm or inconvenience to the WPS.
- 4) Access to WPS student data will be limited solely to the individuals whose names and addresses appear on the attached Exhibit A.
- 5) Contractor/Agency agrees to submit a draft of any proposed publication to WPS that utilizes WPS student data for their review and approval, which approval shall not be unreasonably withheld, at least thirty (30) days prior to submission for publication, presentation, or use.
- 6) Contractor/Agency shall use WPS student data only for the specific purpose outlined in this agreement. All other uses by Contractor/Agency will require written consent by WPS.
- 7) Contractor/Agency shall hold harmless, defend and indemnify WPS, its officers, and employees, from any claim, cause of action, or losses suffered by WPS as a result of an intentional or negligent act or omission of

Contractor/Agency, or Contractor/Agency's failure to comply with this Agreement or with the requirements of FERPA, HIPPA, or 201 CMR 17.00.

- 8) This Agreement may be amended in writing signed by individuals having authority to bind the parties.
- 9) This Agreement shall continue in effect until August 30, 2014. Either party may terminate the Agreement beforehand by giving 30 calendar days written notice to the individual who signs this Agreement for the other party or his or her successor in office. Upon termination of the Agreement, all personally identifiable data provided by WPS to Contractor/Agency is to be destroyed or returned to the WPS. The Contractor/Agency may request an extension of the Agreement by submitting a request in writing to the WPS at least 15 days prior to the determination date.

By signing below each party manifests its agreement to all of the provisions of this Agreement.

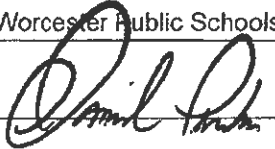
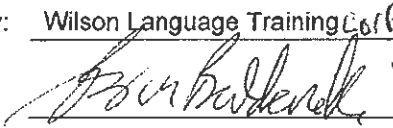
District:	<u>Worcester Public Schools</u>	Contractor/Agency:	<u>Wilson Language Training Corp.</u>
Signed:		Signed:	
Printed Name:	<u>David Perda</u>	Printed Name:	<u>Bert Baldarelli</u>
Title:	<u>Chief Research &amp; Accountability Officer</u>	Title:	<u>Senior Director of Financial Services</u>

Exhibit A

Individuals Authorized to Access Student Information Under This Agreement

1.    Name:        \_\_\_ Timothy Odegard \_\_\_\_\_  
      Address:     \_\_\_ 47 Old Webster RD \_\_\_\_\_  
      City/State:   \_\_\_ Oxford MA, 01540 \_\_\_\_\_
  
2.    Name:        \_\_\_ Erika Oliveri \_\_\_\_\_  
      Address:     \_\_\_ 47 Old Webster RD \_\_\_\_\_  
      City/State:   \_\_\_ Oxford MA 01540 \_\_\_\_\_
  
3.    Name:        \_\_\_\_\_  
      Address:     \_\_\_\_\_  
      City/State:   \_\_\_\_\_
  
4.    Name:        \_\_\_\_\_  
      Address:     \_\_\_\_\_  
      City/State:   \_\_\_\_\_
  
5.    Name:        \_\_\_\_\_  
      Address:     \_\_\_\_\_  
      City/State:   \_\_\_\_\_

**Agreement for Outside Contractor/Agency to access  
Worcester Public School Student Data for Research Purposes**

This Agreement is made by and between Worcester Polytechnic Institute ("Contractor/Agency") and Worcester Public Schools ("WPS"). Contractor/Agency and WPS ("parties") agree as follows:

- 1) WPS appoints Contractor/Agency as a "school official" as that term is used in Title 34, Code of Federal Regulations, §§ 99.7(a)(3)(iii) and 99.31(a)(1), for the purpose of using data from ASSISTments for operational purposes within the WPS and for conducting development research for improving existing and future versions of ASSISTMENTS. }

The WPS determines that Contractor/Agency has a "legitimate educational, research, or safety interest.

- 2) Contractor/Agency shall comply, as though it were the WPS, with all of the requirements of the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and the regulations adopted there under (34 C.F.R. 99) which address disclosure to third parties of record data. In addition, contractor will comply with HIPPA which protects the confidentiality of any medical records and 201 CMR 17.00: Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth.
- 3) To effect the purposes of this Agreement, WPS may from time to time provide Contractor/Agency with certain personal identifiable information of WPS's students, faculty and employees that is regulated by various state and federal laws and regulations. The Contractor/Agency represents that it maintains appropriate data security measures, including a written information security policy, to protect WPS consistent with all applicable state and federal laws and regulations. Further, to protect the privacy of WPS data, the Contractor/Agency will, for so long as it retains WPS student information (1) maintain the confidentiality of information as set forth in this Agreement; (2) limit access to data to Contractor/Agency employees, agents and subcontractors who need access to fulfill Contractor/Agency obligations hereunder; (3) require that its agents and subcontractors who have access to student data agree to abide by the same restrictions and conditions that apply to Contractor/Agency; (4) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of WPS student information and protect against unauthorized access to or use of WPS student data that could result in substantial harm or inconvenience to the WPS.
- 4) Access to WPS student data will be limited solely to the individuals **whose names and addresses appear on the attached Exhibit A**. Use of WPS student data will be consistent with the Contractor/Agency's Institutional Research Board ("IRB") policies regarding scientific/research integrity and human subjects research. Contractor/Agency Researchers can gain access to WPS PII by demonstrating to the Contractor/Agency signatory on this agreement that they require the data for legitimate research purposes and by signing and adhering the Contractor/Agency's *Confidentiality and Privacy Policy*. Students at the Contractor/Agency may gain access to WPS student data under the supervision of a Contractor/Agency Researcher. The Contractor/Agency Researcher will ensure that the student meets all the conditions of this agreement. The student must also sign and adhere to the Contractor/Agency's *Confidentiality and Privacy Policy*. All WPS data intended for public-use will be reviewed and altered, if necessary, prior to publication to anonymize student-level information and reduce the risk of confidentiality breaches, either directly or through deductive analysis.

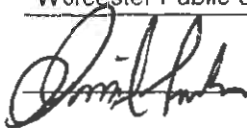
- 5) Contractor/Agency agrees to submit a draft of any proposed publication to WPS that utilizes WPS student data for their review at least thirty (30) days prior to submission for publication, presentation, or use.
- 6) Contractor/Agency shall use WPS student data only for the specific purpose outlined in this agreement. All other uses by Contractor/Agency will require written consent by WPS.
- 7) Contractor/Agency shall hold harmless, defend and indemnify WPS, its officers, and employees, from any claim, cause of action, or losses suffered by WPS as a result of an intentional or negligent act or omission of Contractor/Agency, or Contractor/Agency's failure to comply with this Agreement or with the requirements of FERPA, HIPPA, or 201 CMR 17.00.
- 8) This Agreement may be amended in writing signed by individuals having authority to bind the parties. The Agreement shall continue in effect until terminated. Either party may terminate the Agreement by giving 30 calendar days written notice to the individual who signs this Agreement for the other party or his or her successor in office.

By signing below each party manifests its agreement to all of the provisions of this Agreement.

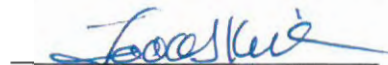
District: Worcester Public Schools

Contractor/Agency: Worcester Polytechnic Institute

Signed: \_\_\_\_\_



Signed: \_\_\_\_\_



Printed Name: David Perda

Printed Name: Todd S. Keiller

Title: Chief Research & Accountability Officer

Title: Dir Tech Transfer ad interim

## Exhibit A

### Individuals Authorized to Receive Information Under This Agreement

1. name: Neil T. Heffernan

address: 100 Institute Road

City/State: Worcester, MA 01609

2. name: David Magid

address: 100 Institute Road

City/State: Worcester, MA 01609

3. name: Sweet Sao Pedro

address: 100 Institute Road

City/State: Worcester, MA 01609

4. name: Ryan Baker

address: 100 Institute Road

City/State: Worcester, MA 01609

5. name: \_\_\_\_\_

address: \_\_\_\_\_

City/State: \_\_\_\_\_

6. name: \_\_\_\_\_

address: \_\_\_\_\_

City/State: \_\_\_\_\_



**Perda, David**

---

**From:** Desmarais, Tricia <td@WPI.EDU>  
**Sent:** Monday, July 02, 2012 10:27 AM  
**To:** Perda, David  
**Cc:** Keiller, Todd S.; Heffernan, Neil; Baker, Ryan Shaun  
**Subject:** Exhibit A to agreement  
**Attachments:** WPI\_Contractor Agreement Exhibit A.docx

Mr. Perda,

Attached please find a revised Exhibit "A" we would like to replace on the signed agreement between WPS and WPI. If you could review and let me know if o.k. by email I will replace on our copy.

Thank you,  
Tricia

[www.assistments.org](http://www.assistments.org)

## Exhibit A

### Individuals Authorized to Receive Information Under This Agreement

1. name: Neil T. Heffernan

address: 100 Institute Road

City/State: Worcester, MA 01609

2. name: David Magid

address: 100 Institute Road

City/State: Worcester, MA 01609

3. name: Sweet Sao Pedro

address: 100 Institute Road

City/State: Worcester, MA 01609

4. name: Ryan Baker

address: 100 Institute Road

City/State: Worcester, MA 01609

5. name: Jaclyn Ocumpaugh

address: 100 Institute Road

City/State: Worcester, MA 01609



Worcester Polytechnic Institute  
Department of Computer Science  
100 Institute Road  
Worcester, MA 01609  
[www.wpi.edu](http://www.wpi.edu)

June 13, 2012

David Perda, Chief Research & Accountability Officer  
Worcester Public Schools  
20 Irving Street  
Worcester, MA 01609

Dear Mr. Perda:

Enclosed please find two (2) original signed Agreement for Outside Contractor/Agency to access Worcester Public School Student Data for Research Purpose documents. I would ask that you execute both and return one to my attention at your earliest convenience.

Thank you in advance for your courtesy.

Very truly yours,

Tricia Desmarais  
ASSISTments Coordinator & Grant Administrator

/td  
Enc.