PERMISSION TO RELEASE DATA

This PERMISSION TO RELEASE DATA (this "Agreement") dated this _____ day of
_____ , 2020 (the "Effective Date") by and between Northwest Evaluation
Association ("NWEA") and _____ , a
{public school district} in _____ (hereinafter called "DISTRICT"),
collectively known as the "Parties."

RECITALS

WHEREAS, DISTRICT is responsible for managing and operating DISTRICT schools and is a subscriber of MAP®, a computer adaptive assessment, a product provided by NWEA;

WHEREAS, NWEA maintains DISTRICTS' confidential student educational records as a result of MAP testing;

WHEREAS, DISTRICT provides notices of its practices regarding collection, use and sharing of personally identifiable information and obtains any parental consents that may be required, if any, under law;

WHEREAS, DISTRICT desires that NWEA release confidential student and staff data, specifically, student and staff personally identifiable information that are garnered from MAP administration and testing as a combination data file (the "Confidential Data") to a third party, known as **Illinois State Board of Education ("ISBE")** for **ISBE's** internal use only and solely for the limited purposes and extent to support DISTRICT'S instructional programs and activities;

WHEREAS, DISTRICT desires that the Confidential Data will be included on **ISBE's** Student Information System ("SIS") data warehouse and reporting system for purposes of loading the Confidential Data into **ISBE's** Ed360 dashboard;

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the Parties do hereby agree as follows:

TERMS AND CONDITIONS

1. **SCOPE OF SERVICES**: NWEA agrees to release the Confidential Data obtained from the DISTRICT schools (the "Schools") to the **ISBE**. The Confidential Data to be released is described in more detail in <u>Exhibit A</u> attached hereto. The data will be released in an electronic format and through a secure FTP site.

2. **USE OF CONFIDENTIAL DATA**: Unless otherwise authorized in writing in advance, **ISBE** will use Confidential Data only as follows: Include the Confidential Data on **ISBE's** SIS data warehouse and reporting system for purposes of loading the Confidential Data into **ISBE's** Ed360 dashboard. **ISBE** will restrict access to the Confidential Data to only those **ISBE** staff required to access the Confidential Data to perform the services outlined in sections 1 and 2 of this Agreement.

3. **COMPLIANCE WITH THE LAW**. DISTRICT represents and warrants to NWEA that DISTRICT has obtained any and all required consents to collect and release the

Confidential Data to NWEA and **ISBE** and that such release is in accordance with all applicable local, state and federal laws, including the Family and Educational Rights and Privacy Act (20 U.S.C. 1232g) and the Children's Online Privacy Protection Act of 1998 (15 U.S.C. §§6501-6506 ("COPPA"), and DISTRICT understands that the release of individually identifiable information of students to persons or agencies not authorized to receive such information is a violation of United States federal law.

4.   **DISCLAIMER OF WARRANTIES**. NWEA is providing the Confidential Data on an "AS IS" and "as available" basis and any express or implied warranties, including, but not limited to, the implied warranties of merchantability, non-infringement and fitness for a particular purpose are disclaimed.

5.   **LIMITATION OF LIABILITY**. In no event shall NWEA be liable for any indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data or profits; or business interruption) or any other damages not arising from NWEA's gross negligence or willful misconduct however caused and on any theory of liability whether in contract, strict liability, or tort (including NWEA's own negligence or otherwise) arising in any way out of NWEA's actions taken pursuant to this Agreement or the use of the Confidential Data, even if advised of the possibility of such damage.

6.   **INTELLECTUAL PROPERTY**. No title to the MAP assessment system shall pass to District or to the Illinois State Board of Education. All right, title and interest in the MAP assessment system, including all intellectual property therein or appurtenant thereto shall remain owned by NWEA. It is impermissible for anyone other than NWEA to develop, use, market, license, sell or otherwise distribute any products derived in whole or in part from the MAP assessment system or based on techniques revealed by use of the MAP assessment system. NWEA retains all right, title and interest in the MAP assessment system and all subsequent enhancements thereto, including without limitation all copyrights and patents embodied therein.

7.   **TERMINATION**. This Agreement shall be in effect until DISTRICT provides a thirty (30) day written notice to NWEA stating that the DISTRICT is terminating this Agreement.

8.   **GOVERNING LAW**. This Agreement will be governed and interpreted by the laws of the State of Oregon, USA. Exclusive jurisdiction and venue for all disputes will be in the state and federal courts residing in Multnomah County, Oregon, and each party hereby irrevocably submits to the jurisdiction of those courts.

Please confirm your understanding of the Permission to Release Data by returning to NWEA a signed copy of this letter agreement. By signing below, I acknowledge that I have the necessary permission to grant this permission.

Accepted and agreed by an authorized representative as of this ___ day of ____ 202__.

District Name: _____

By:_____

Name:_____

Title: _____

Date: _____

Internal Use Only	Agency Code of Partner Signing:

EXHIBIT A

The combination file includes but is not limited to the following data:

Students By School

- Term name
- District name
- School name
- Student last name
- Student first name
- Student middle name
- Student ID
- Student date of birth
- Student ethnicity
- Student gender
- Grade.

Assessment Results Associated by Student Name and/or Student ID

- Term name
- Student ID
- School name (school where test event occurred)
- Measurement scale
- Discipline (measurement scale grouping)
- Growth measure Yes/No
- Test type
- Test name
- Test start date
- Test duration (in minutes)
- Test RIT score
- Test standard error
- Test percentile
- Typical growth fall next fall (supplied for fall events only)
- Typical growth spring next spring (supplied for spring events only)
- Typical growth fall next spring (supplied for fall events only)
- RIT to Readingscore
- RIT to Reading min
- RIT to Reading max
- For Goals 1-8:
- Weeks of Instruction
- Additional Growth Term pairs
- Percent Correct
- Projected Proficiency
- Goal name
- Goal RIT score
- Goal standard error
- Goal range
- Goal adjective

Class Assignments

- Term name
- Student ID
- School name (school where student was assigned to class)
- Class name
- Teacher name

Special Program and Accommodation Assignments

- Term name
- Student ID
- Special program name

Check one of the following:

__ please release data for all available test seasons (including historical data); OR

__ please release data for test seasons following the date in the signature block above.