# PART II: ASSURANCES AND RELEASE OF INFORMATION

**Note:** Please keep on file at school or district through 12/31/19. Do not return to CDE.

2018-2019 Early Literacy Assessment Tool Project Assurances

The School Board President and Board-Appointed Authorized Representative must sign below to indicate approval of the contents of the application and the receipt of program funds.

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| On | (date) | , 2018, the Board of | (District/CSI/BOCES) |

hereby applies for and, if awarded, accepts the goods requested in this application. In consideration of the receipt of these goods, the Board agrees that the General Assurances form for all the terms therein are specifically incorporated by reference in this application. The Board also certifies that all program and pertinent administrative requirements will be met. In addition, the Board certifies that the district is in compliance with the requirements of the federal Children’s Internet Protection Act (CIPA), all applicable laws and regulations, and that no policy of the local educational agency prevents or otherwise denies participation in constitutionally protected prayer in public schools. In addition, school districts accept the conditions of the **Early Literacy Assessment Tool Project** andagree to the following assurances:

1. The applicant will provide the Colorado Department of Education (CDE) with access to all data collected with the software. This data will be shared with Amplify and the Colorado Department of Education. Transfers of student data are protected under CDE’s current contract with Amplify, available here: <http://www.cde.state.co.us/dataprivacyandsecurity/agreements>
2. The school will not discriminate against anyone regarding race, gender, national origin, color, disability, or age.

Implementation commitments at the school level include the following:

1. Obtain and utilize supported devices to assess kindergarten, first, second, and third graders on DIBELS Next.

Note: the hardware purchase is the district’s responsibility.

1. Collect and securely submit staff and student roster data to Amplify to include student demographics.
2. Assess all kindergarten, first, second, and third grade students using DIBELS Next at the three designated benchmarking periods.
3. Progress monitoring of students. Students well below benchmark will be progress monitored every 7-10 instructional days and, students below benchmark will be progress monitored every 10-12 instructional days.
4. Attendance by teachers or designated Local Trainers per school at all face-to-face trainings and any webinar trainings.
5. Assurance that Local Trainers will have training time with teachers at their school to implement what they have been trained on in their sessions.
6. Attendance by principals at any instructional leader face-to-face full day trainings and/or webinar trainings as scheduled throughout the year.
7. Sharing of all data from the district to CDE collected using the tool. Data collected is not used beyond the scope of the Early Literacy Assessment Tool Project. All data is shared solely between the Colorado Department of Education and Amplify for the purpose of monitoring fidelity of implementation and achievement/growth results of the participating LEAs.

Please Note: Districts will still be required to submit READ Data through Data Pipeline.

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| Name of School Board/BOCES/Charter School Board  President or Director |  | Signature of School Board/BOCES/Charter School Board  President or Director |
|  |  |  |
| Name of District Superintendent/CSI Director |  | Signature of District Superintendent/CSI Director |

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**AUTHORIZATION FOR RELEASE OF PERSONALLY IDENTIFIABLE INFORMATION**

**to Colorado Department of Education**

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| ***Local Education Agency (i.e., district) (“LEA”):*** | | |  | |
| ***Products/Applications (“Solution(s)”):*** | | mCLASS®: DIBELS Next® and Deep, ®: IDEL | | |
| ***School Year (“Year”):*** | 2018-2019 | | ***State Program(s) (“Program(s)”):*** | Early Literacy Assessment Tool |

**Background:**

In connection with the Program listed above, Amplify Education, Inc. (“Amplify”), has been engaged to provide products and services listed above to certain local educational agencies within the state (i.e., districts; each, an “LEA”). For the purpose of providing such products and services, Amplify collects and uses student data listed below in accordance with the Family Educational Rights and Privacy Act of 1974 and 34 C.F.R. § 99.31(a)(1)(i)(B) and applicable Colorado law.

**Data:**

Using Amplify’s products listed above, LEA-authorized personnel may input current and historical information (collectively, “LEA Information”) into, and access LEA Information from, Amplify’s systems. The LEA Information will consist of the following fields:

* Student identifier information: names, grades, dates of birth, state, school, school district, and classroom associations, SASID, gender, ethnicity, EL status, and special education status
* Staff identifier information: name and staff e-mail; and
* Results: records and/or scores for the assessments listed as part of the Solution(s).

Amplify’s agreements with CDE that include privacy and security requirements applicable to this contract are available at [www.cde.state.co.us/dataprivacyandsecurity/agreements](http://www.cde.state.co.us/dataprivacyandsecurity/agreements).

**Evaluation:**

CDE desires to collect and analyze certain LEA Information in connection with its audit and evaluation of the Program in order to monitor fidelity of implementation and achievement/growth results of the participating LEA’s and to direct professional development support. To facilitate LEA’s efforts, LEA desires that Amplify provide CDE access to LEA Information in Amplify’s systems relating to the program.

**Authorization:**

LEA hereby requests and authorizes Amplify to provide CDE access to current and historical LEA Information as described above. This data will be transmitted securely and in full accordance with the terms of the May 29, 2013 agreement between CDE and Amplify, as amended June 20, 2017. LEA acknowledges and agrees that this Authorization covers all participating LEA schools and programs, and that no additional approvals or releases are required from those schools. In addition, LEA understands and acknowledges that Amplify will not have control over LEA Information following its disclosure to CDE. Amplify does not own CDE’s or the LEA’s data at any time. This Authorization is effective with respect to LEA Information during the year, or as otherwise extended or terminated by LEA.

*The undersigned has the right, power, and authority, in compliance with LEA policies, to execute and deliver this Authorization on behalf of LEA and the covered schools.*

**Authorized LEA Signatory**

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| **Name:** |  | |  | **Title:** |  | | | |
| **Signature:** | |  | | | |  | **Date:** |  |