

NEWARK BOARD OF EDUCATION

Research and Data-Sharing Agreement

REQUIRED FOR DISCLOSURE OF INFORMATION PERTAINING TO INDIVIDUAL STUDENTS AND EMPLOYEES TO PARTIES CONTRACTED TO PERFORM SCHOOL DISTRICT SERVICES OR FUNCTIONS

Contractor/Consultant Organization: The Achievement Network, Ltd. – ANet

Individual(s) Performing Service/Function: Tom McDermott, Managing Director, Partnerships

Educational Records requested and/or On-site Research Planned (be specific):

This program will be piloted in the following schools: Louise A. Spencer, Ivy Hill, Lincoln School.

The following educational records are requested:

- Student First Name
- Student Last Name
- Gender
- Birthdate
- Student ID
- Race/Ethnicity
- Grade
- ELA/Math Teacher Name
- ELA/Math Teacher Email
- Special Education Status
- ELL Status
- Free & Reduced Lunch

Relevance of the requested Education Records and/or On-Site Research to the project or study:

ANet helps schools, districts, and systems boost student learning with great teaching that's grounded in standards, informed by data, and built on the successful practices of educators. The educational records requested will be used to set up student accounts whereby students will be assessed in Math in grades 3 through 8. School instructional staff will be provided with professional development on how to use the data to better instructional practices.

The Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, is a federal law that applies to all schools receiving funds under a program of the United States Department of Education. FERPA, which protects the privacy of student education records, permits schools to disclose Educational Records in accordance with designated guidelines, to contractors, consultants

and other parties performing services or functions for which the School District would otherwise use employees. Contractor and their agents agree to maintain all client information confidentially in accordance with all New Jersey state and federal laws and regulations, including but not limited to, the federal Children’s Online Privacy Protection Act of 1998 (“COPPA”)(15 U.S.C. Sec, 6501 et seq.), the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Family Educational Rights and Privacy Act (“FERPA”), Federal Regulations (42 CFR-Part 2 and 42 CFR-Parts 160 & 164), and the N.J. Children of Substance Abusers Legislation of 1999 (N.J.S.A. 18A:40A-7.1). It is specifically acknowledged and agreed upon by that parties that willful or negligent unauthorized disclosure of personal information in Education Records by Contractor to any unauthorized person or third party shall entitle the Newark Board of Education (the “NBOE” or the “Board”) to seek any remedies available to the Board at law or in equity and to terminate any services or agreement for services immediately.

The Contractor/Consultant Organization, and the Individual(s) named above on behalf of the Contractor/Consultant Organization, will be provided access to and/or disclosure of education records of current NBOE students and employees in order for such Individual(s) to perform the service or function described in the contract between the Contractor/Consultant Organization and the NBOE (attached hereto as Exhibit A – the “NBOE Contract”), subject to the terms and conditions set forth below. To the extent that Contractor/Consultant Organization and/or Individual(s) Performing Service/Function is permitted access to and obtains confidential individually identifiable student information/data and/or confidential staff information/data as a result of this Data Sharing Agreement, Contractor/Consultant Organization and/or Individual(s) Performing Service/Function all agree that it will, upon written request from the Board, either return all such confidential information/data (other than De-Identified NBOE District Data”) to the Board within 30 days of the end of the term of this Data Sharing Agreement or termination date if terminated by the Board, or that Contractor/Consultant Organization and/or Individual(s) Performing Service/Function will destroy any such confidential information/data within 30 days of the end of the term of this Data Sharing Agreement or termination date if terminated by the Board. To the extent that Contractor/Consultant Organization and/or Individual(s) Performing Service/Function has access to any Board generated materials or documents as a result of this Data Sharing Agreement, Contractor/Consultant Organization and/or Individual(s) Performing Service/Function agrees that it will similarly, upon written request from the Board, either return any such Board generated materials or documents to the Board, or destroy them, within 30 days of the end date of this Data Sharing Agreement. Contractor/Consultant Organization and/or Individual(s) Performing Service/Function acknowledges that it is not permitted to keep, retain or utilize any such Board generated materials for any other purpose other than those necessary to accomplish the work required under this Data Sharing Agreement.

A. Specific terms and conditions of access/disclosure of education records and employee records, if any:

B. Confidentiality of Education Records and Conditions of Access/Disclosure.

1. The Contractor/Consultant Organization understands and agrees that it is performing a service or function for which NBOE would otherwise use employees, and that, with respect to the use and maintenance of education records, employee records and personally identifiable information pertaining to NBOE students and employees, the Individual(s) identified above and any other employees or agents of the Contractor/Consultant Organization are performing such service or function under the direct control of the NBOE, under the supervision of the NBOE administrators or managers to whom they report, and in accordance with all applicable NBOE policies and are hereby designated as a “school official” with “legitimate educational interests” in such education records, employee records and personally identifiable information pertaining to NBOE students and employees pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g and its implementing regulations, 34 CFR Part 99.
2. The Contractor/Consultant Organization and its officers and agents may use the education records, employee records and personally identifiable information disclosed to them (“NBOE Data”) only in order to perform the service or function set forth in the NBOE Contract. Additionally, Contractor may use De-identified NBOE Data for purposes of research, the improvement of Contractor’s products and services, the development of new products and services, conduct detailed internal analysis that enables Contractor to analyze performance outcomes and determine how effective its services are and to conduct internal coaching and training for its employees. In no event shall Contractor re-identify or attempt to re-identify any De-identified NBOE Data or use De-identified NBOE Data in combination with other data elements or De-identified Data in the possession of a third-party affiliate, thereby posing risks of re-identification. “De-identified NBOE Data” means any NBOE Data, including student responses to assessment questions, from which all personally identifiable information, as defined herein, and attributes about such data, have been permanently removed so that no individual identification can be made.
3. It is understood that all education records, employee records and personally identifiable information pertaining to NBOE students and employees shall be treated as confidential whether or not explicitly designated as such. Neither the Contractor/Consultant Organization nor any of its employees or agents will disclose any education records or any student’s personally identifiable information to any other party without the prior written consent of the Board. Neither the Contractor/Consultant Organization nor any of its employees or agents will disclose any employee records or any employee’s personally identifiable information without the prior written consent of the employee.
4. The Contractor/Consultant Organization shall immediately advise the NBOE in writing of any unauthorized use or disclosure of education records, employee records, or personally identifiable information relating to any NBOE student or employee.

C. Criminal History Record Checks.

5. The Contractor/Consultant Organization shall provide proof to NBOE that each worker(s), subcontractor(s), agent(s) and representative(s) assigned to a project involving in person, unsupervised contact with children has had a criminal history background check, and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-7.1 et seq or from coming into contact with school children. Failure to provide proof of a criminal history background check for any employee at a contract school location will be deemed a breach of contract by the Contractor. The Contractor shall not employ or utilize at any school location any person who is, or becomes, disqualified from coming into contact with children, or from employment or service, as a result of his or her criminal history record. The Contractor shall notify the NBOE immediately of any notice of disqualification Contractor receives with respect to any employee, consultant or volunteer it is utilizing as part of its contract with the NBOE.

D. Indemnification.

6. In consideration for execution of this Data-Sharing Agreement and the benefits to be received by the Contractor/Consultant Organization (which are acknowledged to be good and valuable consideration), the Contractor/Consultant Organization hereby agrees to fully indemnify, release, protect and hold harmless the NBOE, the Board, its Board of Education and members thereof, the Superintendent, and the Board's officers, employees, agents and representatives as well as the respective heirs, personal representatives, successors and assigns, of any and all of them from and against any and all losses, damages, costs, expenses, claims and liabilities (including all reasonable attorneys' fees and costs), which the Board or NBOE or any of the parties listed in this paragraph may suffer or incur as a result of the willful, reckless or negligent acts, errors or omissions of the Contractor/Consultant Organization, its employees or agents, including but not limited to the Individual(s) listed above, in connection with the service or function to be performed in accordance with the NBOE Contract.

E. Non-recruitment.

7. During the term of this Research and Data Sharing Agreement, and for a period of one year following the termination of this Data Sharing Agreement for any reason, in the absence of any prior express, written authorization by the Board Superintendent which may permit Contractor/Consultant Organization and/or Individual(s) Performing Service/Function to do so, each party agrees that all will not directly or indirectly hire any of the other party's employees, or solicit any of the other party's current or recently separated employees from the past 12 months, for the purpose of hiring them or inducing them to leave their employment with their employer or offer any status as an independent contractor, nor will either party utilize any third party to act on its behalf to try to otherwise hire any employee of the other party or solicit any employee of the other party or induce/encourage them to leave employment with their employer. Should a party violate this provision, this Research and Data Sharing Agreement, , will be subject to immediate termination by the non-terminating party.

By signing this Agreement, the Contractor/Consultant Organization agrees to be bound by these terms and conditions, and I represent that I am authorized to so agree on

behalf of the Contractor/Consultant Organization. The Contractor/Consultant Organization further agrees that any and all individuals to whom education records, employee records or personally identifiable information pertaining to NBOE students or employees are disclosed in the course of performance of the NBOE Contract will be bound by these terms and conditions. In the event of any inconsistency or conflict between this Agreement and any other agreement between the parties, the terms of this Agreement shall apply. This Agreement shall be governed by the laws of the State of New Jersey. NBOE may terminate this Agreement at any time for any reason, by written notice to the Contractor/Consultant Organization. Termination of this Agreement shall not abrogate any remedy provided for in this Agreement.

I understand and acknowledge that any breach of these terms and conditions may result in liability on the part of the Contractor/Consultant Organization for compensatory, punitive and consequential damages; and that NPS also shall be entitled to any other remedies for such breach allowable by this Agreement or applicable State and Federal law.

The Achievement Network, Ltd.
CONTRACTOR/CONSULTANT ORGANIZATION

_____ By: _____
Date

Name: _____

Title: _____

Date of NPS Approval: _____
(NPS Only – Do not fill out)



Program Agreement

This Program Agreement (this “Agreement”) is between The Achievement Network, LTD., a Massachusetts nonprofit corporation with an address of 68 Harrison Ave #605, PMB 74520, Boston, MA 02111 (“ANet”) and the Partner listed below (“Partner”). Each of ANet and Partner may be referred to herein individually as a “Party” or collectively as the “Parties.” This Agreement includes, collectively, (1) this Cover Sheet, (2) the attached Program Description Page, (3) the attached Partner Data Page, and (4) ANet’s Standard Terms and Conditions-Full Partnership.

Partner: Newark Public Schools
Address: 765 Broad Street, Newark, NJ 07102
Phone: 973-733-7333
Invoicing Contact: Rochanda Jackson / rjackson@nps.k12.nj.us

Effective Date: The earlier of (a) the date this Agreement is last signed below, and (b) the provision of services by ANet to Partner hereunder.

Program Dates: January 1, 2025 - June 30, 2025

Fees and Payment Schedule:

School Program Fee:	\$39,900.00
Total Fees:	\$39,900.00
Total Payment:	\$39,900.00

Payment Information

50% of fees due by February 15, 2025	\$19,950.00
50% of fees due by March 15, 2025	\$19,950.00

Partner acknowledges and agrees that its use of the ANet services, myANet platform, ANet resources and materials included therewith and the ANet student assessments is subject to ANet’s Standard Terms and Conditions-Full Partnership, which are incorporated herein by reference and are available via [this link to ANet’s website](#).

Each of the Parties has caused this Agreement to be executed on its behalf by its duly authorized representatives as of the Effective Date and agrees that an electronic signature of a duly authorized representative constitutes a valid signature for such Party.



PARTNER

DocuSigned by:

By: Rochanda Jackson

E2D357BFEB62458

Print Name: Rochanda Jackson

Title: Executive Director, Policy, Planning, Evaluation and Testing

Date: 1/15/2025

THE ACHIEVEMENT NETWORK, LTD.

Signed by:

By: Tom McDermott

B77B7C92BD52487

Print Name: Tom McDermott

Title: Managing Director, Northeast Partnerships

Date: 1/10/2025

Program Agreement

Program Description

Program Description: ANet will provide:

1. ONLINE PLATFORM

Access for every teacher and administrator to ANet's proprietary online platform, myANet, containing

a. RESOURCES

- i. Planning – Resources to facilitate planning, including the ANet Schedule of Assessed Standards, Standards Guides aligned to rigorous learning standards, and example lessons and learning strategies
- ii. Professional Learning materials - virtual learning modules that provide guidance on planning from texts and standards and teaching and learning cycle practices
- iii. Platform materials - screencasts and guides to using features found on myANet

b. ASSESSMENT MATERIALS

- i. Up to 2 diagnostic assessments in Mathematics for the following grades (those selected):

- | | | |
|---------------------------------------|---------------------------------------|-------------------------------------|
| <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 6 | <input type="checkbox"/> Algebra I |
| <input checked="" type="checkbox"/> 3 | <input checked="" type="checkbox"/> 7 | <input type="checkbox"/> Algebra II |
| <input checked="" type="checkbox"/> 4 | <input checked="" type="checkbox"/> 8 | <input type="checkbox"/> Geometry |
| <input checked="" type="checkbox"/> 5 | | |

- ii. Up to 2 English language and Spanish language interim assessments in Mathematics for the following grades (those selected):

- | | | |
|---------------------------------------|---------------------------------------|-------------------------------------|
| <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 6 | <input type="checkbox"/> Algebra I |
| <input checked="" type="checkbox"/> 3 | <input checked="" type="checkbox"/> 7 | <input type="checkbox"/> Algebra II |
| <input checked="" type="checkbox"/> 4 | <input checked="" type="checkbox"/> 8 | <input type="checkbox"/> Geometry |
| <input checked="" type="checkbox"/> 5 | | |

c. REPORTING AND ANALYSIS

- i. Online Reports containing analysis of scheduled interim assessment results (the "Reports"), which include:
 1. Partner student summaries by whole school, class, grade and student level
 2. Item analysis by grade
 3. Partner Network comparisons available through <https://my.achievementnetwork.org>. "Partner's Network" includes all schools sharing the same Schedule of Assessed Standards as Partner".
 4. Math Diagnostics reporting

2. INTERIM ASSESSMENT LOGISTICS AND SUPPORT

- a. Electronic delivery for all assessments materials and answer sheets
 - i. Coordinating set-up for access to online assessments including login-ins
 - ii. Scoring for machine scored portions of assessments
- b. Logistics training for key personnel
- c. Ongoing support via phone and email with our Program Operations Teams

3. TRAINING AND COACHING

- a. Partner specific coaching/training sessions (as agreed to between ANet's coach and Partner)
- b. Participating schools receive up to five (5) coaching interactions.

- c. Coaching interaction topics are focused by the Partner's instructional priorities and practice level and vary depending on Partner needs
- d. The focus of coaching interactions may include but are not limited to any of the following:
 - i. Beginning of Year meetings (late spring/early summer or late summer: set focus and priorities for the year; map out overall approach for coaching interactions)
 - ii. Partnership Kick-Off Meeting: orient teachers and leaders around partnership, instructional purpose of assessments (if purchased by Partner), and tools
 - iii. Classroom observations with school leadership
 - iv. Planning Support with leaders/Instructional Leadership Team (based on need)
 - v. Data Meeting Support with leaders/ILT (based on need)
 - vi. Observations of adapted instruction with school leadership
 - vii. Mid-Year and End of Year Meetings to monitor and review progress

4. PARTNER RESPONSIBILITIES

- a. Partner will work with its information technology team to ensure that emails from 'achievementnetwork.org' are not blocked or filtered as spam.
- b. Partner will provide to ANet within six (6) weeks of the beginning of the applicable school year teacher information for all ANet-involved teachers, including (1) name, (2) grade and subject taught, and (3) email address, updated as necessary to reflect changes in the staffing structure.
- c. Partner will provide to ANet by the end of the applicable calendar year school-level targets for state assessments.

5. PARTICIPATING SCHOOLS

School	Service Model	Program Fee
Ivy Hill Elementary	Coaching with Math Assessments	\$13,300.00
Lincoln School	Coaching with Math Assessments	\$13,300.00
Louise A. Spencer School	Coaching with Math Assessments	\$13,300.00
TOTAL		\$39,900.00

Note: ANet provides a hybrid model of service delivery. Partners should expect up to 3 of their total interactions to be delivered in person for school-level services. Under certain circumstances and for an additional on-site support fee of \$5,000, ANet can deliver four of the contracted interactions in person.

Program Agreement

Partner Data Page

Partner Data:

Partner will provide the following information:

1. For the year prior to the Program Start Date, and all years during the Program (Optional):

a. To be provided when available:

- i. State assessment outcomes (1) by student, including student demographic information, scaled scores, and proficiency levels, and (2) by grade, including number of students at each proficiency band and total number of students tested.

b. To be provided by the end of the applicable calendar year, or when available:

- i. School-level demographics, including (1) total enrollment, (2) percentage of students in each race/ethnic category, (3) percentage ELL/FEP/LEP/NEP, (4) percentage special education/students with disabilities, (5) percentage FRL, and (6) Title I status.

2. For all years during the Program:

a. To be provided within six (6) weeks of the beginning of the applicable school year:

- i. Required Student information, including (1) first name, (2) last name, (3) birthdate or SASID, (4) grade. This information should be updated regularly within the online platform to reflect changes in the student body.
- ii. Required Enrollment information, including (1) class name, (2) subject, (3) teacher first name, (4) teacher last name, (5) teacher email for access to myANet
- iii. Optional Student Information, including (1) race/ethnicity, (2) FRL, ELL/FEP/LEP/NEP, special education status