

**AGREEMENT TO CONDUCT ENGINEERING EDUCATION RESEARCH AS PART OF THE
"AWAKEN" PROJECT AND TO SET FORTH CONDITIONS ON THE SHARING OF DATA
BETWEEN THE MMSD AND THE WISCONSIN CENTER FOR EDUCATION RESEARCH**

WHEREAS the Madison Metropolitan School District (hereinafter, "MMSD") wishes to partner with the Board of Regents of the University of Wisconsin System on behalf of the Wisconsin Center for Education Research at the University of Wisconsin-Madison (hereinafter, "WCER"), 1025 W. Johnson St., Room 796, Madison, WI, to research and study teaching practices, counseling practices, and academic outcomes in high schools to better understand the role of classroom experiences in the preparation for students' future studies and careers in engineering (hereinafter, "Engineering Education Research"); and

WHEREAS, the WCER has proposed an "Agreement for Releasing Data and Conducting Research for AWAKEN Project in Madison Metropolitan School District" (hereinafter "WCER AWAKEN Project Agreement") for purposes of conducting the Engineering Education Research; and

WHEREAS the scope of the proposed Engineering Education Research as defined in the WCER AWAKEN Project Agreement calls for MMSD to share with WCER various data and information collected and/or maintained by the MMSD (hereinafter, MMSD data); and

WHEREAS the MMSD and WCER intend to complete all analysis and study of the MMSD Data in compliance with state and federal laws governing the privacy and disclosure of education records and pupil records (including, but not limited to, FERPA and Wisconsin Statute § 118.125); and

WHEREAS the MMSD and WCER agree to attempt to minimize the extent to which the MMSD Data will include any records that are individually-identifiable student or pupil records within the meaning of FERPA and/or Wisconsin Statute § 118.125 by, for example, excluding student name, student address, and student telephone number from the shared data set; and

WHEREAS the MMSD and WCER recognize that it is possible that certain records within the MMSD Data, alone or in combination, may be construed as individually-identifiable student records or as records that are otherwise protected from disclosure under state and/or federal law; and

WHEREAS, for the limited purpose of conducting the agreed-upon Engineering Education Research on behalf of the MMSD, the MMSD has deemed WCER and the individuals who are authorized representatives of WCER participating in the research process to be school officials having a legitimate educational interest (to wit, conducting MMSD-requested research for the purpose of improving instruction) in the records contained in the MMSD Data;

NOW, THEREFORE, by affixing the signature of an authorized Agent of each of the parties to this Agreement, WCER and MMSD hereby agree to conduct the "Engineering Education Research," and the parties further agree to the following (1) terms and conditions regarding WCER's receipt, storage, handling, study and reporting of the MMSD Data; and (2) other terms and conditions that shall be applicable to the Engineering Education Research:

1. In the event of a conflict between this Agreement and the WCER AWAKEN Project Agreement, which is attached hereto as Appendix A, the terms and conditions of this Agreement shall control.
2. The MMSD Data remains at all times the property of MMSD, and no license or other rights to the MMSD Data is implied by the sharing of the data for the limited purpose of conducting the agreed-upon research.
3. MMSD's obligations under this Agreement and under the WCER AWAKEN Project Agreement consist of a commitment to provide in-kind services, and no monetary transfer of MMSD funds to WCER is contemplated by the parties.
4. In conducting the Engineering Education Research, and in addition to the obligations defined in this Agreement, WCER shall implement the "Plan for preventing others from viewing and using the data" that is defined in Section 11 and its Sub-Sections of the WCER AWAKEN Project Agreement.
5. WCER's receipt, storage, handling, analysis and reporting of the MMSD Data and other components of the Engineering Education Research shall be conducted in a manner that does not permit the personal identification of any MMSD employee, students, or parents of students by individuals other than (1) MMSD employees/officials who have a legitimate educational interest in the information; and (2) individuals who are authorized representatives of WCER who are participating in the research process and who have a need for access to the data in order to complete the agreed-upon analysis and study of the data.
6. WCER's receipt, storage, handling, analysis and reporting of the MMSD Data and other records received from the MMSD shall, at all times, protect and maintain the confidentiality of records to the extent required by state or federal laws or regulations or by MMSD School Board policies (copies of said Board policies are attached hereto and incorporated by reference herein).
7. Any and all records within or derived from the MMSD Data shall, at the option of the MMSD, either (1) be returned to MMSD; or (2) destroyed when no longer needed for the purposes for which the study was conducted and when no longer required to be maintained as a public record pursuant to Wisconsin law.
8. WCER shall never re-disclose to any third-party individual, organization or entity any individually-identifiable records from the MMSD Data that are protected from disclosure under FERPA and/or Wisconsin Statute § 118.125.
9. Except as otherwise expressly authorized in writing by the MMSD and except as authorized by the final sentence of this Paragraph, WCER shall not (1) publish or re-disclose to any third-party individual, organization or entity any record(s) from within, or derived from, the MMSD Data (including the release of research papers or findings); or (2) re-use or re-purpose the MMSD Data for any further research, study or other purpose that is not for and directly on behalf of the MMSD. This provision replaces and supersedes any language to the contrary in the WCER AWAKEN Project Agreement, including but not limited to, the last sentence of Section 10 of the WCER AWAKEN Project Agreement. As to any results or conclusions of the research that is authorized by the MMSD pursuant to this Agreement, and provided that said results or conclusions contain no individually-identifiable records protected from disclosure under FERPA

and/or Wisconsin Statute § 118.125, there shall be no restrictions on WCER's ownership rights in such results and findings, including but not limited to the right of WCER to use or incorporate such results or findings into further studies/research, papers, or other works. The Board of Regents of the University of Wisconsin System and WCER hereby expressly grant MMSD a permanent license in and permanent permission to use, copy and/or disseminate such results/findings for any educational purpose, including but not limited to the right to incorporate such results/findings into educational/staff development materials, further research, papers, or other works.

10. MMSD reserves the right, at its sole discretion, to limit or eliminate the extent to which the Engineering Education Research involves the collection, within the MMSD, of data through surveys, in-school observations, or any other means. For example, MMSD may limit the time and place of surveys or observations, limit the content of surveys, require individualized consent for surveys or observations, and/or decide that a particular data-collection method/instrument proposed by WCER will not be used at all.
11. The MMSD and WCER agree that the data populations, timelines (i.e., years) and types of data identified in Section 2, Section 3 and Section 4 of the WCER AWAKEN Project Agreement represent an initial catalogue of MMSD data that may be used as part of the Engineering Education Research. However, MMSD reserves the right to define and potentially limit the specific data that may be released to WCER for purposes of conducting the Engineering Education Research, and MMSD does not warrant or represent that all data populations, timelines (i.e., years) and types of data identified in Section 2, Section 3 and Section 4 of the WCER AWAKEN Project Agreement (1) exist, or (2) will be released to WCER as part of the Engineering Education Research.
12. WCER agrees to cooperate in producing any records relating to the agreed-upon Engineering Education Research which may be subject to a request for access and/or subject to disclosure under the Wisconsin Public Records Law.
13. Both parties agree to participate in this Engineering Education Research partnership in good faith and with the intent of reaching findings that will help to improve instruction in engineering education. However, either party reserves the right to withdraw from this Agreement and/or the WCER AWAKEN Project Agreement at any time without any penalty whatsoever.

For the University of Wisconsin / Wisconsin Center for Education Research:

By signing below, the person hereby represents that he/she has the authority to sign this Agreement and to bind the University of Wisconsin and the WCER to its terms:



Name

Contracts Coordinator

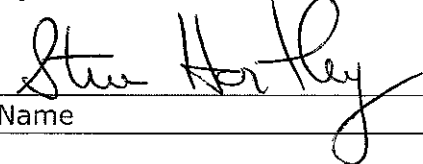
Title

5/20/08

Date

For the MMSD:

By signing below, the person hereby represents that he/she has the authority to sign this Agreement and to bind the Madison Metropolitan School District to its terms:



Name

Board Secretary

Title

5/16/08

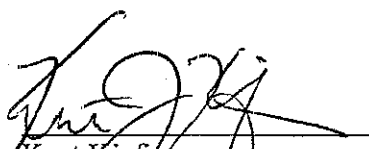
Date

Appendix A**Agreement for Releasing Data and Conducting Research for
AWAKEN Project in Madison Metropolitan School District**


The Aligning Educational Experiences with Ways of Knowing Engineering (AWAKEN) Project (NSF grant #EEC-0648267) aims to contribute to the long-term goal of fostering a larger, more diverse and more able pool of engineers in the United States. We propose to do so by looking at engineering education as a system or continuous developmental experience from secondary education through professional practice.

In collaboration with the Madison Metropolitan School District (MMSD), AWAKEN researchers from the Wisconsin Center for Educational Research (WCER) will study and report on science, mathematics, and Career and Technical Education (specifically *Project Lead The Way*) curricula in the district

It has been acknowledged by Kurt Kiefer (please print) of MMSD that the district agrees* to this research and has received the *Application and Agreement to Release Data to Wisconsin Center for Education Research for AWAKEN Study*, which includes a description of intended AWAKEN studies in the district for 2007-2010.


Kurt Kiefer
MMSD Chief Information Officer
Madison Metropolitan School District
545 West Dayton Street
Madison WI 53703-1995

3-13-08
Date


Dr. Mitchell Nathan
AWAKEN Director
WCER
UW-Madison
1025 W. Johnson Street
Educational Sciences Bldg.
Madison, WI 53706

12/20/07
12/24/08
Date

- * The Madison Metropolitan School District ("District") agrees to this research with WCER subject to the condition that the District and WCER mutually execute the separate "Agreement to Conduct Engineering Education Research" to which this document is appended. In the event that the District and WCER fail to execute said separate Agreement, the District's agreement to this research is null and void.

1025 West Johnson Street, Madison WI 53706
(608) 262-0831 - fax (608) 262-0843
Madison Metropolitan School District

Application and Agreement to Release
Data to Wisconsin Center for Education Research for AWAKEN Study

December 18, 2007

This application and agreement are for the MMSD-AWAKEN application in 2007. Types of data are presented on pages three and four of this document. Courtesy copies of subsequent analyses and reporting will be provided to the district. This application and agreement are to cover the period from December 18, 2007 through December 17, 2008. The application and agreement will be renewed annually until the completion of the project, June 30, 2010.

1 Purpose for data analysis and reporting

AWAKEN is a collaboration between faculty of the College of Engineering (CoE) and the School of Education (SoE) at the University of Wisconsin-Madison, which contribute to the dynamic and multidisciplinary perspectives on the questions of interest. Team members are from the departments of Engineering Professional Development (EPD), Educational Leadership and Policy Analysis (ELPA), Educational Psychology, Curriculum & Instruction, and the Technical Communication Program (TC). These two groups meet together at least monthly to discuss research designs and findings.

The Aligning Educational Experiences with Ways of Knowing Engineering (AWAKEN) Project (NSF grant #EEC-0648267) aims to contribute to the long-term goal of fostering a larger, more diverse and more able pool of engineers in the United States. We propose to do so by looking at engineering education as a system or continuous developmental experience from secondary education through professional practice.

The overarching hypothesis for this project is that for many students and teachers the current educational system is poorly aligned with engineering practice. That is, experiences in high school and college give students, teachers and guidance counselors an inaccurate and incomplete picture of what it means to be an engineer, and of the skills and knowledge students need to develop to become one. For example, the mathematics and science courses in high school and college that are prerequisites for an engineering major are often disconnected from the issues and concerns that matter to practicing engineers, such as design, implementation, testing, and re-design. Many inventive and innovative students with engineering skills and interests who do not exhibit high levels of academic performance in these gateway classes, may be discouraged or prevented from entering the field of engineering as a result.

Potential engineering talent is lost at all stages as students move from high school to college and into professional practice. We hypothesize that aligning the engineering education pathways with the skills, knowledge, values, and ways of thinking of practicing engineers will lead to a broader and more diverse engineering workforce. The project as a whole proposes to study (1) the **engineering practice** to identify the skills, knowledge, values, and ways of thinking of effective engineers; and (2) **teaching and counseling practices in high schools** to better understand the role of mathematics, science, and Career and Technical Education; (CTE) classroom experiences in the preparation for futures studies and careers engineering.

To pursue these aims, we will empirically investigate several inter-related areas:

- Comparative analyses of the structure and content of academic (traditional math and science) and pre-engineering curricula at the high school level.
- The beliefs and expectations about engineering preparation held by high school teachers of the academic math and science classes and those views held by high school teachers in the pre-engineering programs in Madison area institutions.
- Classroom observations of learning and instruction in high school math and science classes and in pre-engineering (*Project Lead the Way*) classes in Madison.
- Surveys and interviews to investigate the beliefs and expectations about engineering preparation held by high school guidance counselors and teachers in Wisconsin who have and have not attended *Project Lead the Way* trainings.

We also intend to explore a number of questions regarding high school students' demographic information, course-enrollment patterns, achievement, engagement, school climate and behavioral data, college placement scores (e.g., ACT, SAT), post-secondary outcome data; and data on teachers' demographic, climate, and professional preparation, professional development, and appointments. In addition, data on course taking will allow us to examine whether students of historically under-represented populations in engineering and other technical fields have equal access to the high-level courses, and whether four-year graduation targets limit involvement with technical education programs like *PLTW* of college-bound students.

Expected Outcomes

Curricula. In academic math and science curricula we expect to see activities focused on the formal laws prior to their application. In *PLTW* curricula, we expect to see a focus on engineering skills and mastery of technical/procedural tools that contribute to and make (advance) science. Explicit integration of the skills, ethics, and practical knowledge of CTE and the formal laws of Academic science, is expected to be rare in both *PLTW* and academic curricula, and done primarily for motivation rather than conceptual development when it does appear.

Teacher Beliefs and Expectations. Consistent with the *Expert Blind Spot Hypothesis*, we predict *academic* instructors will position engineering as out of reach to students who have not first shown a high degree of performance with the formal laws and

representations used in mathematics and science. Academic teachers will tend to view course performance in mathematics and science in higher regard, and as a gateway to accessing engineering (which is seen as an area of applied science). In contrast, we expect instructors of the *PLTW* courses will be less inclined toward this view, with a vision of engineering as a set of team-based design–test–build practices, where an understanding of science and mathematical abstractions can emerge from these practices. We also expect to see little evidence of explicit integration of formal knowledge and foundational laws that commonly organize the academic courses, with the design and practical knowledge commonly used to structure pre-engineering education, although this is arguably the ideal preparation for future studies and careers in engineering.

Classroom Observations. We expect *PLTW* students will learn much of their math and science through application and design. We also predict that so-called *signature pedagogies* of pre-engineering will include the “Design studio” approach and project-based facilitation (moving among groups). In contrast, *signature pedagogies* of math and science courses will include proof, demonstrations, and review of homework exercises. Teachers will see the *signature pedagogies* as bound to the content (or discipline), and will rarely publicly reflect on uses or transitions of *signature pedagogies* to the students. Student affinity toward/away from a discipline may be tied more strongly to the *signature pedagogies* than to the differences in content, and this could serve as the topic of a future set of studies that addresses students’ beliefs and expectations.

Guidance Counselor Beliefs and Expectations. From our surveys, we expect to find that the *Expert Blind Spot* view normally found among content experts (scientists and mathematicians) to “spill over” to the non-expert guidance counselors. This will result in counselors advising students with high math and science grades toward engineering, despite actual engineering-specific preparation. In contrast, students in pre-engineering courses may not be encouraged to pursue engineering programs at college if they are perceived as “academically” unprepared because of their grades in math and sciences courses or the specific math and science curriculum tracks they follow.

2 *Population for which the data are requested*

We are requesting existing data for the entire student and teacher population of the school district, including:

- Students in grades 9–12
- LEP (Limited English Proficient) Students (grades 9–12)
- Special Education Students (grades 9–12)
- Students enrolled in *Project Lead The Way* courses
- Teachers in grades 9–12

3 *Years for which the data are requested*

We are requesting data for the 2005-2006, 2006-2007, and, in subsequent years, 2007-2008, 2008-2009, and 2009-2010 school years.

4. *Type of data requested with specific items listed.*

Except when noted, we request individual-level record data. The specific items listed below represent the current data types we need in order to accomplish currently planned data analyses. We will request updates of each of these data items, as they become available in the future. The following organizational schema is used here for the purpose of communicating the types of data being requested. *We encourage each district to transmit data using file formats that are convenient and consistent with district information systems and databases. For example, if student demographic data, student enrollment data and teacher appointment data are stored in single data table, then district staff should send a single table rather than three separate tables. SCALE staff will reorganize data tables as needed.*

- a **Student Demographic Data:** Demographic data including key NCLB demographic variables.
- b. **Student Achievement Data:** Data from state test results (e.g., WKCE, TerraNova), local district assessments (e.g., PMA), and other relevant tests such as PSAT, SAT, ACT scores.
- c **Student Enrollment Data:** Data about student enrollment in math, science and *Project Lead The Way* courses.
- d **Student Post-Graduation Outcomes Data:** Data about student enrollment in post-secondary institutions
- e. **Teacher Demographic and Background Data:** Data about teacher training, demographics, certification, and content focus.
- f. **Teacher Appointment Data:** Data about teacher training, demographics, certification, and content focus.
- g. **Teacher Professional Development Data:** Data about professional development received by teachers during the current school year.
- h. **School Information Data:** Data about schools locations and AYP status.
- i **Climate Survey Data:** Data about student, teacher, and parent survey.
- j. **Student Engagement Data:** Data about student engagement.

k. **Student Career Interest Data:** Data about student career interests collected in middle school.

A detailed representation of the requested data follows

5 *Reasons for requesting the specific data items.*

The specific data items listed above are instrumental to analyzing the relationship between student course selection achievement, engagement, and post-secondary outcomes that will inform our investigation of how students are prepared for, and how they see themselves as prepared for future studies and careers in engineering

6 *A description of how the data will be used and analyzed.*

In the indicator system, the most important categories of indicators are district student achievement, student participation, student opportunity to learn, student disposition to learn, teacher capacity, and school capacity. The classroom-level indicators of types of courses are to determine whether courses affect student achievement. Our goal is also to monitor the change in these categories over the duration of *Project Lead The Way* course. In order to establish a baseline, we would like to have available data in these six categories for up to two previous school years—2006-2007, 2005-2006. For subsequent analyses, we would like to request data for the following school years—2007-2008, 2008-2009, and 2009-2010.

Baseline Data. Multiple years of baseline data are desirable to establish both yearly status on specific indicators and growth or change in the specific indicators over time. We will conduct a time series analysis over the base-line years and an analysis during *Project Lead The Way* years to determine whether *Project Lead The Way* is associated with change in status and change in slope. These analyses will report data for the district over time for mathematics, science, (if available). The main purpose for reporting district-level data is to show improved performance over time in mathematics and science. Ideally, we would prefer that the same assessment type be administered from 1999 through 2007. However, this is probably unrealistic. We can do an adequate analysis if two or more forms of assessments have been used over time. We are also interested in analyzing the value added to student performance over time. This analysis requires that we have data on the same students in successive years.

Student and Teacher Data We would like the set of data on student achievement to be provided by individual student identification numbers (IDs), school enrolled in, mathematics and science courses (secondary and middle schools) taken, and mathematics and science teacher. This will give us the opportunity to aggregate the data by school and by teacher. Although AWAKEN is directed toward classroom change, being able to track students by teacher will give us the best opportunity to report data sensitive to *Project Lead The Way* activities. One analysis we would like to perform is on student ACT scores of teachers who have implemented SCALE *Project Lead The Way* in contrast with a comparable set of students and their teachers who have had no *Project Lead The Way*

involvement. For this to have any meaning, we would like to have a student achievement history for these teachers. Be assured that we are not interested in student names or teacher names, this information will be used only to link students and teachers with *Project Lead The Way* courses. Data sets will be redacted of identifying information prior to analyses

Counselor Practices. An important principle of *AWAKEN* is to examine counselors' practices. Thus, we are interested in being able to report data by counselors in relationship to the degree to which counselor practices are aligned with the principles and goals of *AWAKEN*. We will need to have some information on school practices and on how teachers and counselors interact around student learning. To characterize schools in this way will most likely require collecting data from schools through questionnaires or site visits. To relate school practices to student learning, then, will require our having achievement data disaggregated by school over multiple years.

Another important factor we would like to monitor is whether the achievement gap among White students, African Americans, Hispanics, and other groups is narrowing. We are most interested in tracking this over time at the district level. This will require the analysis of student achievement scores by ethnicity/race. We will in all likelihood analyze these data by considering raw differences in achievement scores and using regression models, including a value-added approach.

Achievement Gap. We are interested in obtaining information on what mathematics, science, and *Project Lead The Way* courses have been taken and whether the course-taking and completion patterns change over time. Other variables would be related to students' disposition to pursue mathematics, science, and careers in technical fields, including enrollment in advanced placement courses, participation in and scores on college entrance examinations, and enrollment in mathematics courses in post-secondary education. *AWAKEN*'s purpose is for students to gain deeper knowledge of engineering. As a consequence of this deepened understanding, students should be interested in pursuing additional mathematics, science, and pre-engineering courses and at a higher level than would otherwise be the case.

We hope that our analyses of district data will complement the analyses already performed by the districts while simultaneously meeting the reporting requirements of *AWAKEN*. We are very interested in working collaboratively with districts to produce useful, and helpful, analyses both to the districts and to *AWAKEN*. We are aware that each district has different data and databases. We are required by our procedures to protect the confidentiality and privacy of students and teachers. It is our plan to work with the contact person in each district to ease the transfer of data. If filling our request requires the additional time of personnel, then we are willing to pay for any such costs incurred.

7 A description of how the data will be presented and reported.

For the moment, project principals agree that no findings will be released without the consent of the district and that this agreement will remain in effect until it is modified by a subsequent agreement defining mutual rights in greater detail.

The National Science Foundation requires us to submit annual reports on our research. District personnel will be given opportunities to review and comment on all reports using district data before they are published and submitted to the funding agencies

The primary purpose of AWAKEN is to contribute to the long-term goal of fostering a larger, more diverse and more able pool of engineers in the United States. Our primary objective for data analysis is to establish the degree to which *Project Lead The Way* curriculum and teacher and counselor practices enhance student interest in engineering

8 Estimated amount of time the data are needed for analysis.

We will need to retain the data for the duration of AWAKEN through 2010. We will need to keep baseline data and other data released to us this year, as well as all updated data received in the upcoming years in order to conduct longitudinal analysis.

9 Desired medium of release for the data gathered.

This technical issue will vary based on the district's technical capacity. In the past, we have used email, ftp, and 9-track tape to exchange data. Locally created CD-ROMs are becoming more common. Chris Thorn, Director of Technical Services at WCER (608-263-2709, cathorn@wisc.edu) will oversee the transfer of data between a district and WCER and is prepared to assist districts with whatever technical process is necessary to transfer data successfully from district to WCER.

10 Other research activities that may develop following receipt and review of the data.

Since the AWAKEN project's research and technical assistance are largely a response to district and school needs, the exact nature and extent of follow-up activities and the uses of the data will evolve as the project becomes better able to meet the needs of the district. Thus, we anticipate doing follow-ups in order to document changes in school curricula and professional development programs, or that address findings that may signal areas of improvement for pre-engineering preparation as revealed by the data. We will discuss all subsequent activities and use of data with district personnel.

11. A plan for preventing others from viewing and using the data that addresses the following issues

a. Information Technology Asset Identification.

We uniquely identify each piece of equipment with physical asset numbers and maintain a database of its type and model, the user to whom it was allocated, and its operating system. We also update equipment inventories as users log in to track the software installed, whether the unit requires security patches, and who logged on to that unit most recently. This allows us to identify machines at risk for attack based on the presence or absence of security updates.

In addition to computer hardware, we also maintain a database to track all network hardware. This allows us to track down any failed device or compromised system and either repair it or isolate from the rest of the network. Our network topology map displays the departmental network hardware, e.g., hubs, switches, etc., and how the departmental network connects to the UW networking backbone. We monitor this network in real time for outages. Network technicians are notified of outages by pager. We also maintain spares for all key hardware to minimize downtime from equipment failure.

b. IT security policies and procedures

We have an overarching security policy for the UW School of Education that explicitly outlines the rights and responsibilities of users and makes clear the need for increased levels of security for research and administrative data. Users are also required to sign a copy of the university's IT Appropriate Use Policy as part of the procedure to create a network account. As part of our user-level security policy, we require that users create and use complex passwords (at least eight characters, no part of their names, mixed case, and including at least one number or punctuation mark). All passwords must be changed every 120 days and the systems do not allow passwords to be reused.

At the technical level, IT administrators have crafted auditing and access policies for users and devices in different organizational units within the School of Education. These policies are based on best practices for the various operating systems (as identified by a third-party security organization such as SANS or CIAC).

The Wisconsin Center for Education Research places additional restrictions on users in that we require users of our networked systems to employ a secure operating system that requires logon and provides file-level security. We currently support Windows 2000, Windows XP, OS X, and Linux.

c. Computer security

WCER runs a Windows XP network for file and print access. We implement local security and strong passwords. We also run password-cracking software against our network to identify any poor security practices. All servers are configured on the basis of the U.S. Navy's Secure NT computing environment guidelines. We also follow NCES data security practices and create mapping tables for translating

between sensitive identifiers (student or staff IDs, social security numbers, etc.) and internally created identifiers. The sensitive data is kept in encrypted tables and is only accessible to database administrators.

d. Use of Anti-virus and Security Update software

We require that all systems attached to our network use anti-virus software and that they subscribe to appropriate auto-update services for critical security patches (depending on operating system). Scans are done periodically on all operating systems for which anti-virus software exists. We also remotely monitor the status of virus definitions on client machines to make sure that the update function is working.

e. Physical handling and storage of data

All backups are performed by system operators and are only accessible to data processing personnel in a physically secure environment. All original and backup tapes are kept in a locked, fireproof safe. Only the three operators certified to operate the backup system have access to this safe. Access to files is controlled on a file-by-file basis. No users have edit or delete rights for original data. No non-project personnel are allowed to view confidential data. All name and address data are viewable only by the project data administrator (Chris Thorn). All other analysis is performed with the student ID as the only individual identifier. The administrator will handle any questions of student misidentification.

f. Transportation of data.

We normally only transport data in encrypted Zip archives on either tape or CD-ROM disk. Network file transmission is performed between secure ftp or secure socket link (SSL) http sites.

g. Backups of data

All WCER servers are backed up nightly—both file and database servers. We strongly discourage staff members from storing data on personal desktops or laptops. These systems do not have the same level of physical security or environmental protection that our server room provides. We provide online storage areas that are open to all users, private to particular project members, and private to the individual users. Laptop users who are on extended travel are encouraged to purchase external firewire, or USB disks as an interim backup system until they return and transfer data to networked storage. We also train users to back up local data on writeable CD-ROM disks. (As an aside, we also provide users with a secure method for destroying CDs containing sensitive data.)

We use Tivoli Storage Manager as our enterprise backup system. The default policy keeps the last 10 versions of every file on the system. We also keep any deleted file for 90 days after it was deleted. Our archive policy captures a snapshot of all files and databases on the last day of every month. In order to improve restore times, we cache the last terabyte of backup on disk to speed restores of recently deleted or overwritten files. We keep a copy of all backup tapes in our online tape library to insure that all files will be readily retrievable. The original backup tapes are transferred on a daily basis to a 4-hour fire safe in a different area of the facility. Backups are tested quarterly to ensure the integrity of the data. An additional safeguard is that our central campus IT department uses TSM to do its own backup and to provide fee-for-services backup for other units. We have a cooperative agreement in place to use each other's database servers as a remote recovery site in the event of catastrophic loss.

h. Ensure the physical security of IT resources.

Logon to workstations is limited to named users. Logon to servers is restricted to named operators in the Technical Services unit. We have 45 minutes of battery power for all systems. The server room also has an emergency air conditioning system to ensure that systems do not overheat in the event of a cooling failure. The server room is behind a series of locked doors in an alarmed space. System disposal policies ensure that all data are removed from machines that are redeployed or surplus.

i. Perform periodic vulnerability scanning.

WCER IT staff members schedule periodic vulnerability scans of all departmental computers connected to the University campus network. The vulnerability scans include selective probes of communication services, operating systems, and applications to identify system weaknesses that could be exploited by intruders to gain access to the network. Responsibility for taking follow-up action to correct vulnerabilities, e.g., applying security patches to operating systems, is assigned to Computer Services support staff.

j. Firewall Policy.

The School of Education has implemented a school-wide hardware firewall. Responsibility for maintaining the firewall, updated firewall policies, and periodic review of firewall logs is shared between the Dean's IT office and the senior administrators of WCER Technical Services. We currently do not require host-based (software) firewalls for remote machines. This policy is scheduled to be reviewed by the School of Education's IT Policy Advisory Committee this winter. The draft recommendations require remotely connected machines to have both virus protection software and to either be behind a physical firewall or to run specific firewall software on the device.

k. Increasing awareness of securing data access and transfer.

Ongoing training of users focuses on developing an awareness of how sensitive information is accessed and transferred. Some lower-sensitivity resources may need to be protected to ensure that they are not used to capture higher-sensitivity information. Precautions for protecting the access and transfer of data include ensuring password controls and using encryption where possible. The Director of Technical Services is also a consultant to the Social Science and Education IRB and assists the board with reviewing the technical aspects of human subjects research

12. Names and titles of:

a. The officials with the authority to bind the requesting organization to the agreement.

Mitchell J. Nathan—Professor, lead researcher on the AWAKEN Project.
Wisconsin Center for Education Research (WCER), University of Wisconsin—
Madison.

L. Allen Phelps—Professor, lead researcher on the AWAKEN Project. Wisconsin
Center for Education Research (WCER), University of Wisconsin—Madison

Natalie Tran—Graduate Student, project assistant on the AWAKEN Project.
Wisconsin Center for Education Research (WCER), University of Wisconsin—
Madison.

Amy Prevost—Graduate Student, project assistant on the AWAKEN Project.
Wisconsin Center for Education Research (WCER), University of Wisconsin—
Madison

b. The officials in charge of the day-to-day operations involving the use of the data

Natalie Tran, Wisconsin Center for Education Research (WCER), University of
Wisconsin—Madison

c. The professional and support staff who conduct the research and analysis, as well as any others who may have access to the data

Mitchell J. Nathan, Ph.D., Professor-Co-Principal Investigator
L. Allen Phelps, Ph.D., Professor-Co-Principal Investigator
Sandra Courter, Ph.D., Professor, Principal Investigator
David Kaplan, Ph.D., Professor in the School of Education at UW-Madison
Christopher A. Thorn, Ph.D., Director of Technical Services, Data Coordinator
Natalie Tran, M.Ed., Project Assistant
Amy Prevost, MS, Project Assistant

All Graduate Research Assistants work under the supervision of the project's directors, principal investigators, and project manager.

13. Signature, title and address, and telephone number of the individual submitting the application

A handwritten signature in black ink, appearing to read 'M. J. Nathan', with a large, stylized flourish at the end.

Mitchell J. Nathan, BSEE, PhD
Chair, Learning Sciences
Departments of Educational Psychology,
Curriculum & Instruction, and Psychology
Center for Education and Work

University of Wisconsin-Madison
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Madison, WI 53706-1796
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POLICY

STUDENT RECORDS

4150

Pupils

Confidentiality

All student records maintained by the Madison Metropolitan School District shall be confidential and are designed to ensure compliance with federal and state legislation. Such student records shall be open for inspection only in accordance with Board Policy.

PROCEDURE

STUDENT RECORDS

4150

Pupils

Confidentiality

1. Except as required by law, an employee of the School District shall not give testimony in any civil proceedings as to any conversation between that employee and a student which relates to the personal affairs of or if disclosed, would tend to damage or incriminate the student or the student's family unless such testimony is provided to ensure the welfare of the student.
2. Employees of the School District shall at all times protect the confidentiality of the student records under their care or control.

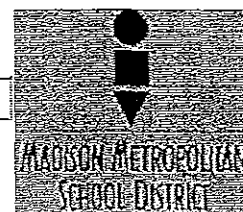
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POLICY

STUDENT RECORDS **4151**
Pupils

Definitions

In order to be consistent with federal and state definitions relating to student records, the Madison Metropolitan School District adopts the following terms for use in Student Record Policies and Procedures.

PROCEDURE

STUDENT RECORDS **4151**
Pupils

Definitions

1. Behavioral Records - means those pupil records which include psychological tests, personality evaluations, records of conversations, any written statement relating specifically to an individual pupil's behavior, tests relating specifically to achievement or measurement of ability, the pupil's physical health records other than his or her immunization records, or any lead screening records required under s. 254.162, law enforcement officers' records obtained under s. 48.396(1) or s. 938.396(1) or (1m) and any other pupil records which are not progress records.
2. Custodian of the Records - means the individual responsible for safeguarding, proper maintenance, and insuring legal access to student records.
3. Directory Data/Information - means those student records which include the student's name, present address, telephone listing (unless the number is unlisted), date and place of birth, major field of study (e.g. 3rd grade elementary education at Leopold School), dates of attendance, participation in officially recognized activities and sports, weights and heights of members of athletic teams, student's photograph, the most recent previous educational agency or institution attended by the student, and degrees and awards received.
4. 118.125(1)(b)
5. Education Records - FERPA 99.3 - means any information or data recorded in any medium,

including but not limited to handwriting, print, tapes, computer media film, microfilm, and microfiche which:

- a. Are directly related to the student ;and
- b. Are maintained by the Madison Metropolitan School District, or by a party acting for the District.
- c. Education Records do not include:
 - 1. Records which are in the sole possession of the maker and are not accessible or revealed to any other individual except a substitute;
 - 2. An employment record which is used only in relation to a student's employment by the District; (This does not include activities for which a student receives a grade or credit in a course.)
 - 3. Alumni records which relate to the student after that student withdraws from the Madison Metropolitan School District and the records do not relate to the person as a student.

s. 118.125(1)(a)

- 6. Eligible Student - means a student who has reached eighteen years of age or is attending an institution of post-secondary education.

FERPA Sec. 99.3

- 7. Legitimate Educational Interests - are defined as a school official's need to know in order to:
 - a. Perform an administrative or clerical task required in the school employee's position;
 - b. Perform a supervisory or instructional task directly related to the student's education;
 - c. Perform a service or benefit for the student or the student's family, such as health care, counseling, student job placement, transportation, and other support services.

Wis. Stats., s. 118.125(2)(d)

- 8. Parent - means either natural parent of a student unless his or her rights under the FERPA have been removed by a court order, a guardian, or an individual acting as a parent in the absence of the student's parent or guardian.

FERPA Sec. 99.3

- 9. Patient Health Care Records — means all records related to the health of a patient prepared by or under the supervision of a health care provider.
- 10. Personally Identifiable - means that the data or information includes (a) the name of the student, the student's parent, or other family members, (b) the address of the student or the student's family, (c) a personal identifier, such as the student's social security number or student number, and (d) a list of personal characteristics or other information which would make the student's identity easily traceable.

FERPA Section 99.3

- 11. Progress Records - means those pupil records which include the pupil's grades, a statement of courses the pupil has taken, the pupil's attendance record, the pupil's immunization records, any lead screening records required under s. 254.162 and records of the pupil's

school extracurricular activities

s. 118.125(1)(c)

12. Pupil Physical Health Records - means those pupil records that include basic health information about a pupil, including the pupil's immunization records, an emergency medical card, a log of first aid and medicine administered to the pupil, an athletic permit card, a record concerning the pupil's ability to participate in an education program, any lead screening records required under s. 254.62, the results of any routine screening test, such as for hearing, vision or scoliosis, and any follow-up to such test, and any other basic health information, as determined by the state superintendent.

s. 118.125(1)cm

13. Pupil Records - means all records relating to individual pupils maintained by a school but does not include notes or records maintained for personal use by a teacher or other person who is required by the state superintendent under
14. 115.28(7) to hold a certificate, license or permit if such records and notes are not available to others, nor does it include records necessary for, and available only to persons involved in, the psychological treatment of a pupil. Any pupil record that relates to a pupil's physical health and that is not a pupil physical health record shall be treated as a patient health care record.

s. 118.125(1)d
8/26/02

15. School Officials -

- a. Means employees of the Madison Metropolitan School District who require access to personally identifiable student information and other pupil/educational records for legitimate educational interests; or
 - b. Means persons/entities that (1) are contracted by the District to provide educational services, and (2) require access to personally identifiable student information and other pupil/educational records for legitimate educational interests.
16. Student - means any individual who attends or has attended a program of instruction sponsored by the BOARD of the Madison Metropolitan School District.

FERPA Sec. 99.3

17. Registrar's Office or Registrar - means the person responsible for all student records and the office in which the records are stored. The REGISTRAR is the District's custodian of the records.

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POLICY

STUDENT RECORDS

4156
Pupils

Directory Data/Information

In order to assist schools in planning for school activities, the Madison Metropolitan School District has designated certain student information as directory data/information.

PROCEDURE

STUDENT RECORDS

4156
Pupils

A. Directory Data/Information

1. The following personally identifiable data/information contained in a student's educational records shall be considered as directory information:
 - a. Student's name;
 - b. Present address;
 - c. Telephone listing (unless the number is unlisted);
 - d. Date and place of birth;
 - e. Major field of study (e.g. 3rd grade elementary education at Leopold School);
 - f. Dates of attendance;
 - g. Participation in officially recognized activities and sports;
 - h. Weights and heights of members of athletic teams;
 - i. Student's photograph;
 - j. The most recent previous educational agency or institution attended by the student;
 - k. Degrees and awards received.
2. Parents and eligible students will be notified annually of the District's Policies and

Procedures relating to directory data/information as outlined in Policy 4152.

3. Parents and eligible students may request that no directory data/information may be released by completing a Student Directory Information Withhold form available in the student's school office.
 - a. This form must be submitted to the student's school office within fourteen (14) days of the annual notification of rights.
 - b. Such directory data/information relating to the student will not be released without prior written consent of the parent or eligible student.
 - c. The authorization to withhold directory data/information will remain in effect until the beginning of the next school year, or until the parent or eligible student completes the Request to Publish Directory Information form and submits it to the student's school office.
 - d. A copy of the Request to Withhold/Publish Directory Information Form will be forwarded to the REGISTRAR'S OFFICE, and if the child is in a Special Education program, a copy will be forwarded to the DIRECTOR OF EDUCATIONAL STUDENT SERVICES. A copy should also be filed in the child's educational record.
4. Directory data/information relating to students no longer in attendance in the District will not be released if a parent of a student or an adult student has indicated that such information shall not be released in the year preceding the year in which the student has left the District.

This provision does not apply to the transfer of students to other schools.

5. Unless an authorization to withhold directory data/information has been signed by the parent or eligible student, directory data/information may be released by the MMSD only when it relates to educational activities, school-related functions or has a legitimate educational purpose.

B. Certain Directory Information for Military/Higher Education Representatives

1. If no Military Recruiter/Higher Education Information Withhold Form is filed by the parent or eligible student, the District will disclose to a military recruiter or institution of higher education, upon their request, each secondary school student's name, address and telephone listing.

No Child Left Behind Act of \2001
8/26/02

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POLICY

STUDENT RECORDS

4157
Pupils

Disclosure

The Madison Metropolitan School District will not disclose student records, including personally identifiable student information from the educational records of the student without the prior written consent of the parent or eligible student, except as otherwise permitted by state and federal legislation.

FERPA 34 CFR 99.30, 99.31, 99.32, 99.33, 99.34, 99.35, 99.36, 99.37, 99.38, 99.39 s. 118.125(2)

PROCEDURE

STUDENT RECORDS

4157
Pupils

Disclosure

1. When parental consent is provided, the District will presume that the parent giving consent is authorized to do so, unless the District has been provided evidence that a legally binding instrument, state law, or court order provides to the contrary.

The parental consent must include:

- a. The legal name and birth date of the student;
- b. A description of the specific type of record(s) to be released;
- c. The name and address of the person(s) or organization to whom the disclosure is to be made;
- d. The date of the consent and its expiration criteria;
- e. the signature of the parent or eligible student.

2. The parent or eligible student may obtain a copy of any records disclosed under this

provision. Such copies are subject to the copy fee under Policy 4154.

3. When the Madison Metropolitan School District releases information other than directory information contained in the student's educational record to any third parties, the following statement shall be included:

ALL THESE RECORDS ARE CONFIDENTIAL AND MAY NOT BE RELEASED TO ANY OTHER PERSON OR AGENCY WITHOUT THE WRITTEN CONSENT OF THE PARENT OR ELIGIBLE STUDENT.

4. Student records will be transferred to another school or school district without consent of the parent or eligible student upon receipt of written notification from the other school district that the student has enrolled in that school district. All student records sent to other school districts (with the exception of those records of a student in the high schools) will be processed in the OFFICE OF THE REGISTRAR.
5. The Madison Metropolitan School District's Custodian of the Records may release personally identifiable student record information without the consent of the student's parents or the eligible students in the following cases:

- a. "... To persons employed in the school which the pupil attends who are required by the department under s. 115.28(7) to hold a certificate, license, or permit" and have legitimate educational interests as defined under Policy 4151;

118.125(2)(d)

- b. To certain federal and state officials who need information in order to audit or enforce legal conditions related to federally-supported education programs;

118.125(2)(g)2

- c. To certain public officials seeking information required by state law;

118.125(2)(g)

- d. To organizations conducting studies for the District, provided such studies will not permit the personal identification of students and their parents, and that such personally identifiable information will be destroyed when no longer needed for the study;

34 CFR 99.31(a)(6)(i)

- e. To accrediting organizations to carry out their accrediting functions;

34 CFR 99.31(a)(7)

- f. To parents of eligible dependent students as determined by the Internal Revenue Code of 1954;

1. Parents shall submit a written and signed statement to be filed in the student's record, cosigned by the student, indicating that the student is classified as a dependent student by the Internal Revenue Code of 1954. (The student is claimed as a dependent on income tax returns.)

34 CFR 99.31(a)(8)

g. To comply with a judicial order in the following cases:

1. The judge of a court of this state or of the United States shall, upon request, be provided by the School District Clerk with a copy of all progress records of a pupil who is subject of any proceedings in such court.

118.125(2)(c)

2. Names of dropouts shall be provided in response to an order.

s. 118.125(2)(c)2

3. Education records shall be provided to a court in response to a subpoena by parties to an action for in-camera inspection to be used only for the purposes of impeachment of any witness who has testified in the action.

118.125(2)(f)

4. All subpoenas of education records shall be presented to the District's Legal Counsel for review prior to compliance with such order or subpoena.
5. The Custodian of the Records shall make a reasonable effort to notify the parents or eligible student prior to compliance with such order or subpoena.

34 CFR 99.31(a)(9)(ii)

h. Directory information under conditions specified in Policy **4156**.

- i. If there is an emergency situation in which knowledge of student record information is necessary to protect the health or safety of a student or other persons.

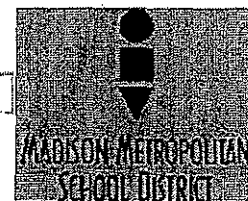
34 CFR 99.31(a)(10)

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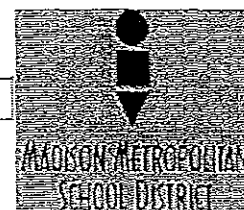
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POLICY

STUDENT RECORDS

4158
Pupils

Records of Disclosures

The Madison Metropolitan School District shall maintain with each student's file a record of all persons or agencies who have requested or obtained access to a student's record, except access granted to parents, eligible students, employees in the school which the pupil attends who are required by the department under s. 115.28(7) to hold a certificate, license or permit, having legitimate educational interests, persons seeking disclosure of information accompanied by the prior written consent of a parent or eligible student, or for disclosures of any directory information designated for that student.

FERPA 99.32(a)(5)

PROCEDURE

STUDENT RECORDS

4158
Pupils

Records of Disclosures

1. A record of each access to the student's educational file will contain:
 - a. The name of each person obtaining access and the agency they represent;
 - b. The legitimate interest the person had in obtaining the information;
 - c. The date the person made the request, and the date the person was granted access.
2. The record of access will be maintained as long as the student's educational record is maintained.

FERPA 99.32
8/26/02

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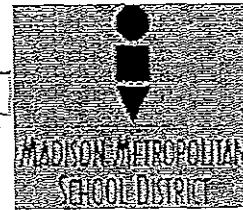
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POLICY

STUDENT RECORDS **4160**
Pupils

Retention

Student records shall be maintained in accordance with the time periods and procedure set forth below.

s. 118.125(3)(4)
6/2/03

PROCEDURE

STUDENT RECORDS **4160**
Pupils

Retention

1. Upon withdrawal of a student from the Madison Metropolitan School District, the retention of the student's educational record will be managed as follows:
 - a. Elementary and Middle Schools:
 1. The student's record (Educational and Behavioral) will be retained at the SCHOOL for ONE CALENDAR YEAR from the student's last date of attendance.
 - a. Upon receipt of written notice from the pupil, if he or she is an adult, or his or her parent or guardian, if the pupil is a minor, that the pupil intends to enroll in another school or school district or written notice from the other school or school district that the pupil has enrolled, the school district shall transfer to the other school or school district all pupil records relating to a specific pupil within five (5) working days. Upon transfer of the pupil records, a note shall be made on the student management system as to which school and the date the records have been sent.
 - b. Unless Educational Records are transferred as set forth above:

- i. The School District will destroy the BEHAVIORAL RECORDS after one (1) year from the pupil's last date of attendance unless the pupil, if he or she is an adult, or his/her parent/guardian, if the pupil is a minor, requests the BEHAVIORAL RECORDS be maintained for a specific period of time. The School District will maintain the BEHAVIORAL RECORDS for at least one (1) year from the pupil's last date of attendance even if the pupil or his/her parent or guardian requests that the BEHAVIORAL RECORDS be maintained for a period of time shorter than one (1) year.
 - ii. The School District will maintain all the Educational Records for seven (7) years from the pupil's last date of attendance unless the pupil, if he or she is an adult, or his/her parent or guardian, if the pupil is a minor, requests that such Records be maintained for a longer period of time.
- c. After maintaining all educational records at the school for one (1) calendar year from the pupil's last date of attendance, the following records shall be forwarded to the Central Office Department designated to maintain pupil records, hereinafter "Student Records Office."
 - i. Educational Records
 - ii. The BEHAVIORAL RECORDS that have been requested to be maintained for a specified period of time exceeding one (1) year from the pupil's last date of attendance at the school.
- d. If no request has been made to maintain the Educational Records for more than seven (7) years, the Educational Records shall be maintained in the Student Records Office for the remaining six (6) years unless a WRITTEN NOTICE is received prior to conclusion of the six (6) year period, from the pupil, if he or she is an adult, or his or her parent or guardian, if the pupil is a minor, that the pupil intends to enroll in another school or school district or receives written notice from the other school or school district that the pupil has enrolled. If such a notice is received, the school district shall transfer to the other school or school district all pupil records relating to a specific pupil within five (5) working days. Upon transfer of the pupil records, a note shall be made on the student management system as to which school and date the records have been sent.
- e. The Educational Records that the pupil or his/her parent or guardian specified be maintained for more than seven (7) years shall be maintained for the time period specified by the pupil, if he or she is an adult, or his or her parent or guardian, if the pupil is a minor. If the school district receives a WRITTEN NOTICE from a pupil, if he or she is an adult, or his parent or guardian if the pupil is a minor, that the pupil intends to enroll in another school or school district or receives written notice from another school or school district that the pupil has enrolled, the school district shall send COPIES of the Educational Records that the pupil, or his/her parent/guardian, specified be maintained for a specific period of time to the other school or school district and keep the original Educational Records for the period requested by the pupil or his/her parent/guardian.
- f. The BEHAVIORAL RECORDS that the pupil or his/her parent or guardian specified be maintained shall be maintained for the time period specified by the pupil or his/her parent/guardian. If the school district receives a WRITTEN NOTICE from a pupil, if he or she is an adult, or his parent or guardian if the pupil is a minor, that the pupil intends to enroll in another school or school district or receives written notice from another school or

school district that the pupil has enrolled, the school district shall send COPIES of the BEHAVIORAL RECORDS that the pupil, or his/her parent/guardian, specified be maintained for a specific period of time to the other school or school district and keep the original BEHAVIORAL RECORDS for the period requested by the pupil or his/her parent/guardian.

b. High Schools:

1. The student's Record (Educational and Behavioral) will be retained at the high school.
 - a. Upon receipt of written notice from the pupil, if he or she is an adult, or his or her parent or guardian, if the pupil is a minor, that the pupil intends to enroll in another school or school district or written notice from the other school or school district that the pupil has enrolled, the school district shall transfer to the other school or school district all pupil records relating to a specific pupil within five (5) working days. Upon transfer of the pupil records, a note shall be made on the student management system as to which school and the date the records have been sent.
 - b. Unless educational records are transferred as set forth above:
 - i. The School District will destroy the BEHAVIORAL RECORDS after one (1) year from the pupil's last date of attendance unless the pupil, if he or she is an adult, or his/her parent or guardian if the pupil is a minor, requests the BEHAVIORAL RECORDS be maintained for a specific period of time. The School District will maintain the BEHAVIORAL RECORDS for at least one (1) year from the pupil's last date of attendance even if the pupil or his/her parent or guardian requests that the BEHAVIORAL RECORDS be maintained for a period of time shorter than one (1) year.
 - ii. The School District will maintain the Educational Records for seven (7) years from the pupil's last date of attendance unless the pupil, if he or she is an adult, or his/her parent or guardian if the pupil is a minor, requests the PROGRESS RECORDS be maintained for a longer period of time.
 - c. If no request has been made to maintain the Educational Records for more than seven (7) years, the Educational Records shall be maintained for seven (7) years unless a WRITTEN NOTICE is received prior to conclusion of the seven (7) year period, from the pupil, if he or she is an adult, or his or her parent or guardian, if the pupil is a minor, that the pupil intends to enroll in another school or school district or receives written notice from the other school or school district that the pupil has enrolled. If such a notice is received, the school district shall transfer to the other school or school district all pupil records relating to a specific pupil within five (5) working days. Upon transfer of the pupil records, a note shall be made on the student management system as to which school and date the records have been sent.
 - d. The Educational Records that the pupil or his/her parent or guardian specified be maintained for more than seven (7) years shall be maintained for the time period specified by the pupil or his/her parent/guardian. If the school district receives a WRITTEN NOTICE from a pupil, if he or she is an adult, or his parent or guardian if the pupil is a minor, that the pupil intends to enroll in another school or school district or receives written notice from another school or school district that the pupil has enrolled, the school district shall send COPIES of the Educational Records that the pupil or his/her parent/guardian specified be maintained for a specific period of

time to the other school or school district and keep the original Educational Records for the period requested by the pupil or his/her parent/guardian.

- e. The BEHAVIORAL RECORDS that the pupil or his/her parent or guardian specified be maintained for more than one (1) year shall be maintained for the time period specified by the pupil or his/her parent/guardian. If the school district receives a WRITTEN NOTICE from a pupil, if he or she is an adult, or his parent or guardian if the pupil is a minor, that the pupil intends to enroll in another school or school district or receives written notice from another school or school district that the pupil has enrolled, the school district shall send COPIES of the BEHAVIORAL RECORDS that the pupil or his/her parent/guardian specified be maintained for a specific period of time to the other school or school district and keep the original BEHAVIORAL RECORDS for the period requested by the pupil or his/her parent/guardian.
- f. High School transcripts will be maintained indefinitely.
- g. All student records will be destroyed by shredding.

6/2/03

**District Info | Parent Info | Instructional Support |
Departments & Programs | Home**

Last Updated: Wed Nov 14 08:07:26 2007
This page's URL: <http://www.mmsd.org/policies/4160.htm>
Comments, suggestions or questions: comments@madison.k12.wi.us
Web Publisher: Chris Burch, cburch@madison.k12.wi.us
Technical issues: webmaster@madison.k12.wi.us



UNIVERSITY OF WISCONSIN MADISON

Agreement No.: 05-8284

ACADEMIC SUPPORT SERVICE AGREEMENT

This agreement is entered into between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison Department of Curriculum & Instruction (*hereafter University*) and Madison Metro School District (*hereafter Contractor*):

Contractor's Name Business Name (if applicable) <i>Madison Metro School District</i> Address 545 West Dayton St. City/State/Zip Madison, WI 53703-1995	*Social Security No. or Fed. Emp. ID No. Indicate Visa Status if not U.S. citizen _____ (*Sole proprietor, please provide SS#)
---	--

PERFORMANCE PERIOD	COMPENSATION INFORMATION
Beginning Service Date August 1, 2004 Ending Service Date May 31, 2005 Location (Bldg., Room)	Fee not to exceed \$5000.00 Expenses not to exceed List expenses to be paid:
PAYMENT TERMS	LIAISON
Payment will be made within 30 days upon satisfactory completion of services. Payment should be made by August 1, 2004 to ensure the project will begin as proposed.	Represents the University's interest and related considerations as outlined in this agreement. Liaison's Name Ken Zeichner Department Curriculum and Instruction Telephone 608.263.4600

SCOPE OF SERVICE:

The Bilingual Literacy Project will support the academic success of Cherokee School's growing bilingual Spanish-speaking population. The project consists of four components: building a core collection of books in Spanish for the Library Media Center; involving families in the support of their students' literacy goals; encouraging students and their families to read together and strengthening parents' involvement in the school community.

See Attachment A - Bilingual Literacy Project and Attachment B - Proposed Budget for additional information.

CONTRACTOR ACCEPTANCE

I agree to the standard terms and conditions attached to this agreement. I verify that I am duly qualified and willing to perform the services as an independent contractor. The fees under this Agreement do not exceed my normal and customary rate. I certify that the Social Security Number or Federal Employer Identification Number provided is correct. I am not a current University of Wisconsin System employee.

FOR THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

University of Wisconsin-Madison

Mike Hardiman

Director, Purchasing Services
Title

Date

Department Contact:

Name: Ken Zeichner
Telephone Number 608.263.4600
Agreement No.: 05-8284

FOR THE SERVICE PROVIDER

Madison, Metro School District
545 West Dayton St.
Madison, WI 53703-1995

Signature

Roger Price
Name, Printed or Typed

BOE Secretary
Title

8/12/04
Date

Fein/Social Security Number

Phone Number

Fax Number

STANDARD TERMS AND CONDITIONS

TERMINATION OF CONTRACT: This Agreement may be terminated in whole or in part in writing by either party provided that no such termination may be effected unless the other party is given not less than thirty (30) days written notice of intent to terminate. Final payment will be adjusted to reflect actual work completed.

CHANGES: The University may, from time to time, request changes in the scope of services to be performed by the Contractor in this Agreement. These changes, including any increase or decrease in the amount of compensation which are mutually agreed upon by and between both parties, shall be incorporated in written modifications to this Agreement.

NONDISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in Wisconsin Statutes s.51.01(5) or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The Contractor agrees to post in conspicuous place, available for employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

EXAMINATION OF RECORDS: All records incurred under this Agreement are subject to audit by the University and/or the cognizant federal audit agency. The Contractor agrees to give government auditors access to its records where necessary to support costs relating to this contract.

COPYRIGHT: The Contractor affirms that to the best of its knowledge all materials furnished and used are its own original material or material which they have obtained the copyright to use for the purposes of this Agreement. Written copies of copyright clearances may be required by the University.

The parties agree that Contractor's work under this Agreement is a "work for hire" and that the owner of such work is The Board of Regents of the University of Wisconsin System. If for any reason the work performed by Contractor under this Agreement is found not to constitute a work for hire, then, in consideration for the payment set forth under this Agreement, Contractor hereby assigns all rights in the intellectual property created, including the copyright, to The Board of Regents of the University of Wisconsin System.

The Contractor agrees that the copyright and all other rights pertaining to the work furnished under this agreement, including any royalties or fees that may accrue, shall belong to the Board of Regents of the University of Wisconsin System.

PUBLICATION REQUIREMENTS: Any publication resulting from this Agreement must include the following acknowledgement of support: "This material is based upon work supported by...." The University and/or the sponsoring government agency reserve a royalty-free, nonexclusive and irrevocable License to reproduce, publish, otherwise use and to authorize others to use the work for government purposes.

LIABILITY: The Contractor shall save, keep harmless and defend The State of Wisconsin, The Board of Regents of The University of Wisconsin System and all of its officers, employees and agents against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incidental to or arising out of the services performed under this Agreement.

see attachment C

INSURANCE: The Contractor may be required to show evidence of financial responsibility by providing certificate of insurance for worker's compensation and liability coverage as determined by UW Madison Risk Management Office. Liability coverage shall include the Board of Regents of the University of Wisconsin System on behalf of the UW institution as additional named insureds.

EMPLOYMENT: The Service Provider, its officers, agents and employees (if applicable), in the performance of this Agreement shall act in the capacity of an Independent Contractor and not as an officer, employee or agent of the University. Service Provider agrees that it shall take such steps as may be necessary to ensure that any subcontractor or contractor shall be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer or partner of the University.

A Hachment C

ATTACHMENT TO CONTRACT #05-8284
FOR: Bilingual Literacy Project



Replacement for your Section **Liability**

- A. The Board of Regents of the University of Wisconsin System agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. The Board of Regents further agrees to hold harmless Madison Metropolitan School District, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University of Wisconsin System while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.
- B. Madison Metropolitan School District agrees to hold the University harmless from any loss, claim, damage or liability of any kind involving an employee, officer or agent of the Contractor arising out of or in connection with this Agreement except to the extent that it is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University of Wisconsin System while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

UW School of Education
SERVICES AGREEMENT
(Foreign Language Assistance Grant)

This Agreement is made and entered into by and between the Madison Metropolitan School District (hereinafter referred to as the District) and the Board of Regents of the University of Wisconsin System c/o Research and Sponsored Programs, 750 University Avenue, Madison, WI 53706 (hereinafter referred to as "the Provider"), a consultant hired pursuant to the program description contained in the Foreign Language Assistance Grant from the US Department of Education (UW Tracking # 94538). Provider's services shall include, but not be limited to:

Implementation and Student Assessment Coordination

- Conduct evaluation activities associated with student proficiency assessment;
- Recruit and organize the student teachers and arrange for their placements;
- Share in the supervision of student teachers, including frequent meetings with them;
- Develop curriculum, materials, and sample lesson plans in consultation with the School Coordinator;
- Deliver "Foreign Language Elementary Teaching Methods" course (at UW);
- Serve as liaison between Leopold Elementary School principal and UW Elementary Education Committee

Consultation

- Advise School Coordinator and Implementation Coordinator on program development (consistent with previously-developed models of the "deep approach" to language teaching and peer student teaching);
- Lead and supervise the further development of the assessment instrument (SIPIIS) that will be used to evaluate the project's impact on student achievement, including planning and supervising on-site the first-year, pilot assessment to make sure it is organized in the best conditions;
- Provide guidance on disseminating program information and results via project website;
- Participate in monthly meetings at the District to ensure communication across institutions;
- Participate in semester meetings with UW educational Administrative Services and Associate Dean to secure placements at Leopold Elementary and re-entry of students in the usual curriculum after the Spanish Education program
- Consult on project budget development;
- Assist the School Coordinator and the Implementation Coordinator in problem-solving with student teachers (for especially difficult cases)
- Negotiate integration of the new certification program into the current UW certification structure with the Elementary Committee

Web site Development

WHEREAS, the District, whose address is 545 West Dayton Street, Madison, Wisconsin, 53703, wishes to purchase those services as described above, and

WHEREAS, the Provider is able and willing to provide such services,

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the District and the Provider agree as follows:

1. **Term**
The term of this Agreement shall be from September 15, 2003 to September 14, 2004
2. **Competency**
The Provider agrees to provide the services described above in a professional and competent manner
3. **Compensation**
The District shall pay the Provider the amount of \$45,668.00. The District shall pay the Provider in installments, upon receipt of a billing statement from the Provider
4. **Non-Assignability**
The Provider shall neither assign nor transfer any interest or obligation in this Agreement without the prior written consent of the District
5. **Termination**

If through any cause the Provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Provider violates any of the covenants or provisions of this Agreement, the District shall thereupon have a right to terminate this Agreement by giving a 20 day written notice to the Provider of such termination and specifying the effective date thereof

6. **District Property**
In the event the District exercises its unilateral right to terminate this Agreement for cause in the manner provided in paragraph 5 above, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by the Provider shall become the property of the District. Any purchases of materials or equipment made by the Provider for this project shall be the property of the District and the Provider shall maintain records that will clearly identify such materials or equipment.
7. **Timing/Cooperation**
The Provider shall commence, carry on and complete its obligation under this Agreement with all deliberate speed and in an economical and efficient manner in accordance with the Agreement and all applicable law. In providing services under this Agreement, the Provider agrees to cooperate with various departments, agencies, employees and officers of the District.
8. **Personnel**
The Provider agrees to secure at its own expense all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the District nor shall they have or be deemed to have any direct contractual relationships with the District.
9. **Indemnity**
The Provider shall at all times during the term of this Agreement indemnify, hold harmless and defend the District, its Board, officers, employees, and representatives against any and all liability, loss, damages, costs or expenses which the District, its Board, officers, employees, and representatives may sustain/incur or be required to pay by reason of the Provider furnishing goods or services required to be provided under this Agreement to the extent such is authorized by Wisconsin Statutes sec 893.82 and 895.46 provided, however, that the provision of this paragraph shall not apply to liabilities, losses, charges, costs or expenses caused by or resulting from the acts or omissions of the District, its Board, officers, employees, or representatives acting within the scope of their employment or representative capacity. The obligations on the parties under this paragraph shall survive the expiration or termination of this Agreement.
10. **Controlling Law**
It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
11. **Entirety of Agreement**
The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing.
12. **Confidentiality**
The Provider agrees to protect and maintain the confidentiality of pupil records or any other confidential matter that the District maintains, as required by state and federal law. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this agreement, the Provider will return to the District all records, documentation, and other items that were used, created, or controlled by the Consultant during the term of this Agreement.
13. **Severability**
If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
14. **Non-Discrimination**
During the term of this Agreement, both parties agree not to discriminate on any bases prohibited by federal, state or local law or ordinance, and exceptions shall be permitted only to the extent allowable in state or federal law.
15. **Authority**
By signing below, the person hereby represents that he/she has the authority to sign this Agreement and bind the Provider to adhere to its terms.

MADISON METROPOLITAN SCHOOL
DISTRICT BOARD OF EDUCATION

Diane Barrett 3/5/04
Provider Date:

Roger Price 2/11/04
Roger Price, Secretary Date:

Diane Barrett, Asst: Director
Pre-Award Services

Per Mary Ramberg 11/03 - jlw

Madison Metropolitan School District

Doyle Administration Building
545 West Dayton Street
Madison, WI 53703-1995

September 15, 2004

Joyce Zander
Curriculum & Instruction, UW-Madison
1025 W. Johnson St., Rm. 210
Madison, WI 53706

(for the Board of Regents of the University of Wisconsin System
c/o Research and Sponsored Programs
750 University Avenue
Madison, WI 53706)

Re: EXTENSION of SERVICE AGREEMENT

Dear Ms. Zander:

This letter is intended to serve as an extension to the Services Agreement between Madison Metropolitan School District and the UW School of Education Services Agreement relative to the Foreign Language Assistance Grant.

Paragraph 1 - **Term** shall be extended to include the dates September 15, 2004 through September 14, 2005.

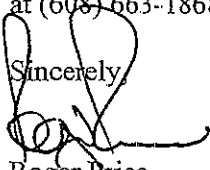
Paragraph 3 - **Compensation** shall be increased by \$38,070 for services during this extended term, which amount is more fully described on the attached document entitled "FLAP Budget, Second Year (9/15/04 to 9/14/05)

All other terms and conditions of the agreement shall remain in effect.

Please sign both original copies of this extension, return one to the District in the enclosed envelope and keep the other for your records. The extension shall be placed in the District's file with the original agreement, a copy of which is attached hereto for your records.

If you have questions or concerns regarding this matter, please call June Wilson, Assistant Legal Counsel, at (608) 663-1868 most mornings.

Sincerely,


Roger Brice
BOE Secretary

Accepted by the Board of Regents



Diane Barrett, Asst. Director
Pre-Award Services
Research & Sponsored Programs

Cc: Mary Ramberg, Director of Teaching & Learning
June L. Wilson, Assistant Legal Counsel

10/5/04

FLAP Budget

Second Year (9/15/04 - 9/14/05)

Francois Tochon, PI

EXPENSE	BASE RATE	TIME	AMOUNT	SUBTOTALS
Personnel				
Francois Tochon	78,433	0 08 (1 month @ 75%)	6,536	
Senior Instructor (Alajandro Azocar)	29,052 (acad RA)	0 17 (2 semesters @ 17%)	4,939	
TA (Kim Kasperbauer)	24,200 (exper, 9 mo)	0 40 (1 semester @ 40%)	4,840	
Web Developer	15 (per hr)	386 67 (hours)	5,800	
Total Personnel				22,115
Fringes				
Tochon	0 330		2,157	
Instructor	0 250		1,235	
TA	0 250		1,210	
Hourly	0 025		145	
Total Fringes				4,747
Other				
Tuition Remission	0 250		1,235	1,235
Indirect Costs	0 355	(Direct costs) 28,096	9,974	9,974
				38,070

Madison Metropolitan School District

Doyle Administration Building
545 West Dayton Street
Madison, WI 53703-1995

August 30, 2005

Joyce Zander
Curriculum & Instruction, UW-Madison
1025 W Johnson St., Rm. 210
Madison, WI 53706

(for the Board of Regents of the University of Wisconsin System
c/o Research and Sponsored Programs
750 University Avenue
Madison, WI 53706)

Re: AMENDMENT to/EXTENSION of AGREEMENT (FLAP Grant)

Dear Ms. Zander:

This letter is intended to serve as an extension to the Services Agreement between Madison Metropolitan School District and the UW School of Education Services Agreement relative to the Foreign Language Assistance Grant.

Paragraph 1 - **Term**, shall be extended to include the dates September 15, 2005 through September 14, 2006.

Paragraph 3 - **Compensation**, which was amended January 21, 2005 to read:

The District shall pay the Provider the amount of \$45,668.00 for services through September 14, 2004. The District shall pay Provider an additional amount of \$24,445 for services between September 15, 2004 and September 14, 2005. The District shall pay the Provider in installments, upon receipt of a billing statement from the Provider.

is now amended to read:

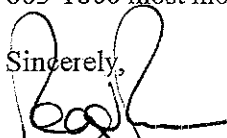
The District shall pay the Provider the amount of \$45,668.00 for services through September 14, 2004. The District shall pay Provider an additional amount of \$24,445 for services between September 15, 2004 and September 14, 2005 and the amount of \$39,416.00 for services provided between September 15, 2005 and September 14, 2006, as are more fully described on the attached document entitled "FLAP - Third Year". The District shall pay the Provider in installments, upon receipt of a billing statement from the Provider.

All other terms and conditions of the agreement shall remain in effect.

Please sign both original copies of this extension, return one to the District in the enclosed envelope and keep the other for your records. The extension shall be placed in the District's file with the original agreement and its previous extension/amendment(s), copies of which are attached hereto for your records.

If you have questions or concerns regarding this matter, please call June Wilson, Assistant Legal Counsel, at (608) 663-1868 most mornings.

Sincerely,



Roger Price
BOE Secretary

Accepted by the Board of Regents



SEP 1 2 2005

/date

cc: Mary Ramberg, Director of Teaching & Learning
June L. Wilson, Assistant Legal Counsel

Diane Barrett, Asst. Director
Pre-Award Services
Research & Sponsored Programs

FLAP – Third Year

Implementation and Student Assessment Coordination

- Conduct evaluation activities associated with student proficiency assessment;
- Recruit and organize the student teachers and arrange for their placements;
- Share in the supervision of student teachers, including frequent meetings with them;
- Develop curriculum, materials, and sample lesson plans in consultation with the School Coordinator;
- Deliver "Foreign Language Elementary Teaching Methods" course.

Consultation

- Advise School Coordinator and Implementation Coordinator on program development (consistent with previously-developed models of the "deep approach" to language teaching and peer student teaching);
- Lead and supervise the further development of the assessment instrument (SIPIS) that will be used to evaluate the project's impact on student achievement, including planning and supervising on-site the first-year, pilot assessment to make sure it is organized in the best conditions;
- Provide guidance on disseminating program information and results via project website;
- Participate in meetings at the District to ensure communication across institutions;
- Participate in semester meetings with UW educational Administrative Services and Associate Dean to secure placements at Leopold Elementary and re-entry of students in the usual curriculum after the Spanish Education program
- Assist the School Coordinator and the Implementation Coordinator in problem-solving with student teachers (for especially difficult cases);
- Negotiate integration of the new certification program into the current UW certification structure with the Elementary Committee.

Web site Development

Center on Education and Work
School of Education, UW –Madison
SERVICES AGREEMENT

This Agreement is made and entered into by and between the Madison Metropolitan School District (hereinafter referred to as "District") and Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison (hereinafter referred to as "Provider"), Center on Education and Work, School of Education, 964 Educational Sciences Building, 1025 West Johnson Street, Madison, WI 53706-1706 for planning, consultation and professional development support during the 2003-2004, 2004-2005 and 2005-2006 school years. The services shall be related to creation of the Individualized Graduation Plan (IGP) and Academic/Career Pathways as is more fully described in the proposal provided to West High in conjunction with its grant to restructure into smaller learning communities, personalize the high school experience and enhance the school climate.

WHEREAS, the Provider, is able and willing to provide such services , and

WHEREAS, the District, whose address is 545 West Dayton Street, Madison, Wisconsin, 53703, wishes to purchase those services as described above,

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the District and the Provider agree as follows:

1. **Term**
The term of this Agreement shall be September 1, 2003 through June 30, 2006.
2. **Competency, Timing and Cooperation**
The Provider agrees to provide the services described above in a professional and competent manner, and shall commence, carry on and complete its obligation under this Agreement with all deliberate speed and in an economical and efficient manner in accordance with the Agreement and all applicable law.
3. **Compensation**
The District shall pay the Provider the amount of \$5,053.00 for 2003-2004 services, \$3,789 for 2004-2005 services and \$1,263 for 2005-2006 services for a total amount of \$10,105.00. The District shall pay the Provider upon receipt of a billing statement from the Provider.
4. **Indemnity**
Provider shall at all times during the term of this Agreement indemnify, hold harmless and defend the District against any and all liability, loss, damages, or expenses which the District may sustain/incur or be required to pay by reason of acts or omissions of the Provider acting under the terms of this Agreement to the extent provided under Wis. Stats. 893.82 and 895.46. The District shall at all times during the term of this Agreement indemnify and hold harmless the Provider against any and all loss, damages or expenses which the Provider may sustain/incur or be required to pay by reason of the District acting under the terms of this Agreement to the extent provided under Wis. Stats. sec. 895.46 and 893.80.
5. **Confidentiality**
The Provider agrees to protect and maintain the confidentiality of pupil records or any other confidential matter that the District maintains, as required by state and federal law.
6. **Termination**
Either party may terminate the agreement for cause upon 20 days written notice to the other party.
7. **Independent Contractor/Collective Bargaining Agreement**
Provider agrees that, he/she/it is an independent contractor and not an employee of the District for purposes of the services rendered herein, and that this agreement does not establish any direct contractual relationship between District and agents/employees of Provider.
8. **Non-Discrimination**
Parties agree not to discriminate on bases prohibited by federal, state, or local laws, ordinances or regulations.
9. **Entirety of Agreement**
The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

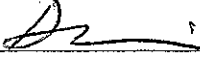
10. **Authority**

By signing below, the person hereby represents that he/she has the authority to sign this Agreement and bind the Provider to adhere to its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement.

THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

Name

 Dan Miner, Asst. Vice Chancellor

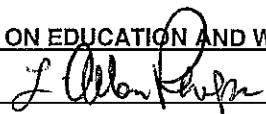
Title

11/24/04

Date

CENTER ON EDUCATION AND WORK

Name

 J. Allen Pope

Title

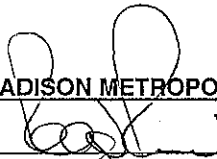
Director

Date

MADISON METROPOLITAN SCHOOL DISTRICT BOARD OF EDUCATION

Roger Price, Secretary

Title

 Board Secretary

Date

Per West HS - jlw



School of Education
University of Wisconsin-Madison
964 Educational Sciences Building
1025 West Johnson Street
Madison, Wisconsin 53706-1706

CENTER ON EDUCATION AND WORK

May 9, 2003

Loren Rathert, Principal
West High School
30 Ash Street
Madison, WI 53705

Dear Mr. Rathert:

We, at the Center on Education and Work, are pleased to provide support for your project to restructure West High School into smaller learning communities, personalize the high school experience and enhance the school climate for all students at West. We welcome the opportunity to work with you in the development of the Individualized Graduation Plan (IGP) and Career Pathways components of your initiative. We believe these components will guide your students toward the courses and educational experiences that lead to graduation and successful transition into postsecondary education experiences or into the future workforce.

The Center on Education and Work (CEW) is an educational research, professional development, and capacity-building technical assistance center with expertise in the area of career-related learning. We will work closely with your planning team on this important project. Specifically, we will provide consultation services and professional development related to the creation of the IGP and Career Pathways. Our proposed scope of work is attached.

We also look forward to joint dissemination activities involving the Madison Metropolitan School District and the Center on Education and Work. As you know, we just completed the 17th Annual CEW Careers Conference, which was attended by 1200 high school educators and leaders from throughout the United States. Presentations and workshops describing the results of your project would be most welcome at our future conferences.

Good luck in obtaining support for this important project.

Warm Regards,

Wendy L. Way, Ph.D.
Professor and Acting Director

Michele Mickelson, Ph.D.
Assistant Director

Proposed CEW Plan of Work

Scope of Work

The Center on Education and Work (CEW) will provide planning and consultation services and will assist with professional development related to the creation of the Individualized Graduation Plan (IGP) and Academic/Career Pathways. The planning and consultation may include, but not be limited to, the following work:

Individualized Graduation Plan (IGP)

The IGP is a student specific educational plan that details the courses and educational experiences necessary for the student to prepare for graduation and to successfully transition to a postsecondary education experiences or into the workforce. The intention of the IGP is to assist students in making educational, academic and career oriented choices, which relate to their career goals. Specifically, the IGP includes:

- The student's career goals,
- Course of study,
- A selected career pathway,
- Academic subjects which need to be completed prior to graduation,
- Career-oriented learning experiences such as internships, apprenticeships, mentoring, and service learning,
- All graduation requirements (updated continuously), and
- Specific requirements for admission to postsecondary choices.

The Center on Education and Work will work with staff and committees at West High on both the development and implementation of the IGP. Specifically, CEW will assist staff in:

- Determining which components would be included,
- Defining operational guidelines,
- Examining how the IGP fits with the mission and strategic plan of the Madison School District, and in particular West High School,
- Identifying how electronic technology can be applied to the development of the IGP, and by school staff, and
- Identifying logistical details such as where and how faculty and staff would work with each student to complete the IGP.

It is expected that a number of strategies will assist student work on the IGP. These strategies will be integrated into the West High offerings. They might include:

- Assessments (academic and career-related),
- Work experiences,
- Access to career and labor market information,

- Moving students into the community through experiences such as service learning, job shadowing or internships, and/or
- Development of the career center as a focal point for working on the Graduation Plans.

Career Pathways

The structure career pathways can help students set goals and plan classes. In addition, they can help students understand the utility of a class which in turn can increase motivation to learn and perform well in class. The pathways offer academic requirements and learning plans with a broad focus on careers in each pathway. Pathways are designed to help students see that the skills and knowledge they learn in school link up to a range of career options.

Examples of Career Pathways include:

- Business and Management,
- Environmental and Natural Resources,
- Health Services,
- Industrial and Engineering Technology,
- Social, Family and Consumer Sciences, and
- Arts and Communication.

The intent is not to decide on a specific occupation but to select a career area into which each student can begin directing his/her energy. In other words, career pathways can assist students in selecting school courses, activities and part-time employment.

Students will need to prepare for the selection of a pathway through awareness and exploration activities integrated into the curriculum beginning in elementary school and continuing through middle school and high school. This will include, for example, career assessments and experiential learning. This component may be planned during Year Two and implemented during Year Three of the grant.

NOTE: Depending on the amount of general consultation & planning provided by CEW in the first and second years of the project, the amount of time available for professional development may be adjusted to remain within budget. This may be adjusted as much as to devote the entire budget to consultation services, including guidance on the development of the IGP & Career Pathways. This determination will be agreed to, in writing, by both parties (MMSD & CEW) within three months of the start of the project.

Professional Development on IGP:

It is estimated that CEW staff will deliver two professional development activities in Year One and one professional development activity in Year Two related to the IGP. That will result in three activities that will be two days long (6 days of professional development experiences).

Professional Development on Career Pathways:

It is estimated that one professional development activity during Year Two and one professional development day in Year Three will be related to Career Pathways. Each activity will be one day long for a total of 2 days of professional development experience on this topic.

MADISON METRO SCHOOL DISTRICT

1. Personnel	Name	Type	% Time	Months	Mo. Rate	Year 1	Year 2	Year 3
Project Director		A		-	-	-	-	-
Sr. Outreach Specialist	Judy Ettinger	A	5.25%	12	5,199	3,275	-	-
Sr. Outreach Specialist	Judy Ettinger	A	3.94%	12	5,199		2,458	-
Sr. Outreach Specialist	Judy Ettinger	A	1.23%	12	5,199			767
Total Salaries						3,275	2,458	767
2. Fringe Benefits								
Academic Personnel			33.00%			1,081	811	253
Total Fringe Benefits						1,081	811	253
Total Salaries & Benefits						4,356	3,269	1,021
3. Materials & Supplies				FTE	Months	Rate		
Office Supplies	\$70/FTE/mo			0.05	12	70.00	44	33
Duplicating	\$36/FTE/Mo			0.05	12	36.00	23	17
Total Materials & Supplies						67	50	29
4. Travel								
Total Travel						-	-	-
5. Publications								
Total Publications						-	-	-
6. Contractual								
Total Contractual						-	-	-
7. Other Direct Costs				FTE	Months	Rate		
Telephone	\$70/FTE/Mo			0.05	12	70.00	44	33
Admin. Computer Support	\$335/FTE/Mo			0.05	12	335.00	211	157
Total Other Direct Costs						255	190	120
8. Total Direct Costs						4,678	3,508	1,170
9. UW-Madison Indirect Costs	8.00%					374	281	94
10. Total Yearly Costs						5,053	3,789	1,263
Total Project Costs								10,105

UW-Madison
Title IIB Math/Science Partnership
SUBGRANTEE AGREEMENT

This Agreement is made and entered into by and between the Madison Metropolitan School District, 545 West Dayton Street, Madison, Wisconsin, 53703 (hereinafter referred to as "District") and Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison School of Education, Department of Curriculum and Instruction, 225 N. Mills Street, Madison, WI 53706 (hereinafter referred to as "Subgrantee"), for the purpose of UW Mathematics Education graduate student to document the course planning and implementation with the intention of creating problem-sets and supporting questions to facilitate replication of the instructional modules at other times and in other places.

WHEREAS, the District has received an Title IIB Math/Science partnership grant from the Department of Public Instruction for the State of Wisconsin, and

WHEREAS, the Subgrantee has agreed to perform the services described above and in the grant documents;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the District and the Subgrantee agree as follows:

1. Term

The term of this Agreement shall be from about July 1, 2005 through June 30, 2006 unless otherwise provided for by modification to this Agreement.

2. Technical Direction

The responsibility for technical direction of this project shall rest with Mary Ramberg, Director of Teaching and Learning. Any change to the scope of work described herein or in grant documents must be approved in writing by Mary Ramberg.

3. Key Personnel/Competency

The following person is /persons (subgrantee employees/agents) are considered to be essential to the work performed hereunder:

Nathan Rosin
Eric Knuth

The Subgrantee agrees to provide the services described herein in a professional and competent manner, and shall commence, carry on and complete its obligation under this Agreement with all deliberate speed and in an economical and efficient manner in accordance with the Agreement and all applicable law. In the event a Key Person is unable or unwilling to continue the Project, Subgrantee shall notify District in writing and may propose in writing, and individual to replace the Key Person, and replacement of a Key Person must be approved in writing by Mary Ramberg, Director of Teaching and Learning for the District.

4. Compensation and Audit

The District shall pay the Subgrantee \$24,361.23 as salary, benefits and tuition reimbursement for UW graduate student in Math Education over the term of this agreement. The District shall pay the Subgrantee the amount identified to be paid from grant funds upon receipt of itemized billing statement from the Subgrantee (describing services which have been rendered), reviewed by Mary Ramberg. Billing statements shall include Subgrantee's Social Security or Tax Identification number and complete mailing address.

Subgrantee shall maintain, adequate records, in accordance with generally accepted accounting practices, to clearly and easily identify expenses, nature of expenses and relatedness to this Agreement, and shall make such records available for audit by the Cognizant Agency. Records shall be retained for a period of at least three (3) years from the date of submission of final report/billing statement except for records related to an audit initiated prior to the expiration date, which shall be retained until such audit findings are resolved.

5. Indemnity

Subgrantee agrees to hold harmless the District from any and all liability including claims, demands, losses, costs, damages, and expenses of every kind and description (including) death or damages to persons or property arising out of or in connection with or occurring during the course of this agreement when such liability is founded upon and grows out of the acts or omissions of any of the officers, employees or agents of Subgrantee acting within the scope of their employment or agency when protection is afforded by sections 895.46(1) and 893.82 of the Wisconsin Statutes. The State of Wisconsin provides liability

coverage for the acts or omissions of acts of its employees and agents committed within the scope of their employment or agency under section 895.46 of the Wisconsin statutes and is self-insured.

District agrees to hold harmless the Subgrantee from any and all liability including claims, demands, losses costs damages, and expenses of every kind and description (including death) or damages to persons or property, arising out of or in connection with or occurring during the course of this Agreement when such liability is founded upon and grows out of the acts or omissions of any of the officers, employees or agents of the District acting within the scope of their employment or agency when protection is afforded the Wisconsin statutes.

6. **Confidentiality**

The Subgrantee agrees to protect and maintain the confidentiality of pupil records or any other confidential matter that the District maintains, as required by state and federal law.

7. **Debarment and Suspension**

In accepting this agreement, Subgrantee certifies neither it nor its principals are presently debarred, suspended, or proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Change in debarred or suspended status of Subgrantee during the life of this agreement shall be reported immediately to the District.

8. **Termination**

Either party may terminate the agreement for cause upon 30 days written notice, given by personal delivery, or certified or registered mail, to the other party at the addresses listed above. In the event of early termination, compensation shall be prorated and/or limited to documented costs incurred prior to termination.

9. **Independent Contractor**

Subgrantee agrees that it is an independent contractor and not an employee or agent of the District for purposes of the services rendered herein, and this agreement does not establish any direct contractual relationship between District and agents/employees of Subgrantee.

10. **Non-Discrimination**

Parties agree not to discriminate on bases prohibited by federal, state, or local laws, ordinances or regulations, including but not limited to applicable Titles of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, as amended.

11. **Conflict of Interest**

Subgrantee has, or shall develop written policies establishing standards and procedures to ensure that the design, conduct and reporting of activities herein shall not be biased by a conflicting interest of persons responsible hereunder

12. **Entirety of Agreement**

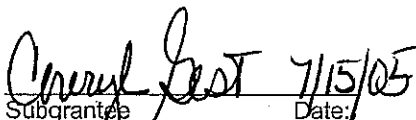
The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

13. **Authority**

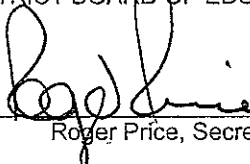
By signing below, the person hereby represents that he/she has the authority to sign this Agreement and bind the Subgrantee to adhere to its terms

**Board of Regents of the
University of Wisconsin System**

MADISON METROPOLITAN SCHOOL
DISTRICT BOARD OF EDUCATION


Subgrantee Date: 7/15/05

Cheryl E. Gest, Admin. Officer
Research & Sponsored Programs

by  6/1/05
Roger Price, Secretary Date:

Per Mary Ramberg 6/05-jlw

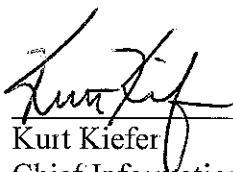
**Agreement for Releasing Data and Conducting Research under
the SERP-MSAN Algebra Achievement Project
in the Madison Metropolitan School District (MMSD)**

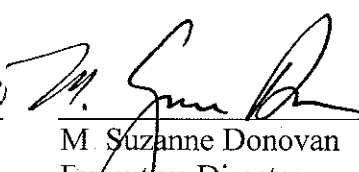
The SERP-MSAN Algebra Achievement project emerged from a collaboration between the Strategic Education Research Partnership Institute (SERP) and a subset of the Districts in the Minority Student Achievement Network. Twelve candidate districts applied and five were chosen on the basis of criteria intended to ensure a productive partnership. These included a commitment from the District Superintendent to engage in the research, and to provide access to student data subject to legal requirements intended to protect the confidentiality of students and their parents. The project partnership consists of the five school districts (Madison, Arlington, Evanston Township High, Evanston Elementary, and Shaker Heights) and a research team assembled by the SERP Institute from multiple universities.

The project will introduce weekly assignments into the Algebra 1 classrooms of teachers from whom the District have received voluntary agreement to participate in the study. The approach of using assignments to introduce and test an intervention approach that uses laboratory-based research findings grew out of Design Team meetings including Lisa Wachtel and Brian Sniff as participants. A three-member team from Madison including Brian Sniff, Grant Goettl, and Stacey Hartsfield are participating in the development of the once-weekly assignments and the planning and execution of the research. Teachers who agree to participate in the study will be assigned by lottery to one of two conditions, the example-based or problem-based condition. The performance of the two groups will be compared to determine impact.

It has been acknowledged by Kurt Kiefer (please print) of the MMSD that the District has requested that the SERP-MSAN Algebra Achievement Project conduct this research into the structure of Algebra I weekly assignments on behalf of the district. The purpose of the requested research is to improve instruction.

The person signing below on behalf of the MMSD represents that he/she has authority to act as an agent of the District and further represents that the District requests and agrees to this research and has received and approved the *Application and Agreement to Release Confidential Student and Teacher Data to the SERP Institute for the SERP-MSAN Algebra Achievement Project*. The person signing below on behalf of the SERP Institute represents that he/she has authority to act as an agent of the SERP Institute and the SERP-MSAN Algebra Achievement Project research team and that the person has received and approved the *Application and Agreement to Release Confidential Student and Teacher Data to the SERP Institute for the SERP-MSAN Algebra Achievement Project*.


Kurt Kiefer
Chief Information Officer
Madison Metropolitan
School District
545 West Dayton Street
Madison WI 53703-1995

9-15-08 
Date M. Suzanne Donovan
Executive Director
SERP Institute
500 Fifth St. N.W.
#718
Washington, DC 20001

8/28/08
Date

Madison Metropolitan School District Application and Agreement to Release
Confidential Student and Teacher Data to the SERP Institute for
The SERP-MSAN Algebra Achievement Project
August 2008

1. *Purpose for data analysis and reporting.*

The SERP-MSAN Algebra Achievement project (“Project”), funded by the Goldman Sachs Foundation, is a partnership involving the Strategic Education Research Partnership Institute (“SERP”), the executive office of Minority Student Achievement Network (“MSAN”), researchers at Carnegie Mellon and Temple University and five school districts – Madison Metropolitan School District (WI), Evanston Elementary (IL), Evanston Township High School (IL), Shaker Heights School District (OH), and Arlington Public Schools (VA). Each district was chosen to participate from among a larger applicant pool. Over a two year period, 2008-2009, the goal of the Algebra Achievement project is to develop and pilot innovative Algebra I assignments that target the misconceptions Algebra I students have which are most resistant to even the best teaching. The project targets regular Algebra I classrooms and seeks to improve student achievement for those students who struggle most with Algebra I coursework.

A working team of mathematics education experts from universities and mathematics teams from each of the participating school districts will convene six times over the course of the project to co-develop a bank of student assignments and develop the implementation plans necessary to pilot them. At the completion of the two year period of funding, the SERP-MSAN team will have developed a bank of twenty-four *Algebra Assignments* that are appropriate for use approximately once per week throughout the academic year. The homework will be piloted in the participating districts, and the impact on student learning will be measured against students using the same curriculum, but with no exposure to the assignments. The final versions of the assignments will be available via the web to all schools in the districts and to a wider audience.

The proposed project builds on two powerful notions: 1) that among the many ideas and skills taught in algebra, there are a relatively small set of “core” concepts that are of particular importance because future learning requires their mastery; and 2) that skillfully structured assignments that target those concepts, and that are designed to address the common misconceptions students have about those concepts, can significantly improve algebra mastery. The work is grounded in the assumption that effective partnerships between researchers and education professionals requires careful nurturing and that the results of such partnerships will be better than what either could achieve alone. The assignments work and the research design will both reflect the contributions of all partners.

The partnership meetings will accomplish the following:

1. **identifying the targeted concepts:** Each participating district will be asked to solicit from its algebra teachers the set of concepts they believe their students struggle with most. A discussion among the design team members regarding what is known about why students are struggling with the set of problems teachers have identified as most problematic will set the stage for assignment development. The research team will review the concepts proposed by the districts as best candidates to be targeted in the assignment bank. This review will be based on the research indicating which concepts are “least robust.” We expect these two sources of information (teachers and the research literature) to overlap significantly. Areas where overlap does and does not exist will itself be an important source of information for the work.
2. **developing the assignments:** While much of the actual design work will be done between meetings, the meetings will provide time for working collaboratively on design, as well as opportunities for

feedback on the content of assignments. The interaction between researchers, designers, and practitioners in these meetings will be critical to crafting a product that is both responsive to the knowledge base on student learning, and teacher friendly.

3. **preparing for piloting of the assignments in the districts:** The logistics of introducing the assignments in some classrooms but not in others in order to compare the impact on student performance will be critical to capturing impact.
4. **revising assignments:** in response to feedback from teachers in the school districts and to data on student learning as it becomes available, assignment revising will constitute the final phase of development.

Project Outputs

The project will have three major products:

1. The final bank of assignments. The target is production of an adequate number of assignments to span each instructional week of an academic year (approximately 24 weeks).
2. An analysis of the data on students in the pilot and comparison classrooms in each of the participating SERP-MSAN districts.
3. The development of a web site on which the assignments, and supports for teachers to use those assignments, can be accessed. The site will also be built to support effective communication to and among teachers, allowing them to interact about the assignments, and share information and ideas.

The Project covered by this Agreement contemplates an exchange of in-kind services that are mutually valuable to MMSD, SERP and the members of SERP's research team. No monetary transfer from MMSD to SERP or from SERP to MMSD is contemplated by this Agreement.

2 *Identification of the data which the Madison Metropolitan School District may share with the SERP-MSAN Project researchers.*

The scope of the proposed Project that is the subject of this Agreement calls for MMSD to share with the SERP-MSAN research team various data and information collected and/or maintained by the MMSD (hereinafter, the "MMSD Data").

MMSD, SERP and the SERP-MSAN researchers involved in the Project intend to complete the analysis and study of the MMSD Data in compliance with state and federal laws and MMSD policies governing the privacy and disclosure of education records and pupil records (including, but not limited to, FERPA, Wisconsin Statute § 118.125, and relevant MMSD School Board Policies).

As further described herein, MMSD, SERP and the SERP-MSAN researchers agree to attempt to minimize the extent to which the MMSD Data will include records that are individually-identifiable student or pupil records within the meaning of FERPA and/or Wisconsin Statute § 118.125 by, for example, excluding student name, student address, and student telephone number from the shared MMSD Data. Student-level records in the MMSD Data provided to the researchers will be identified using an encrypted (anonymous) ID number, rather than by student name. The ID numbers will be formulated uniquely for purposes of this study, and MMSD shall retain the key that connects the study ID number with the student's name. At the same time, MMSD, SERP and the SERP-MSAN researchers understand and agree that it is possible that certain records within the MMSD Data, alone or in combination, may be construed as individually-identifiable student records within the meaning of FERPA, Wisconsin Statute § 118.125, and/or relevant

MMSD School Board Policies. Accordingly, MMSD's release of the MMSD Data to Project researchers shall be accomplished through compliance with those legal authorities, including the following provisions and restrictions:

1. For the limited and exclusive purpose of conducting research at the request of MMSD for the Project identified in this Agreement, said Project having the purpose of improving instruction, the MMSD School Board has deemed SERP and those individuals who are authorized representatives of SERP directly participating in the research process (collectively, "SERP Research Team") to be school officials having a legitimate educational interest in the records contained in the MMSD Data.
2. The MMSD Data remains at all times the property of MMSD, and no other license or other rights to the MMSD Data is implied by the sharing of the data for the limited purpose of conducting the agreed-upon research.
3. The SERP Research Team's receipt, storage, handling, analysis and reporting of the MMSD Data and other components of the Project research shall be conducted in a manner that does not permit the personal identification of any MMSD employee, students, or parents of students by individuals other than (1) MMSD employees/MMSD officials who the MMSD has determined have a legitimate educational interest in the information; and (2) individuals who are authorized members of the SERP Research Team who are participating in the research Project identified in this Agreement, have a need for access to the MMSD Data in order to complete the agreed-upon analysis and study of the data, and have signed a security pledge with regard to protecting the confidentiality of the MMSD Data.
4. The SERP Research Team's receipt, storage, handling, analysis and reporting of the MMSD Data and other records received from the MMSD shall, at all times, protect and maintain the confidentiality of records to the extent required by state or federal laws or regulations or by MMSD School Board policies (copies of said Board policies are attached hereto and incorporated by reference herein). No member of the SERP Research Team shall re-disclose to any third-party individual, organization or entity any individually-identifiable records from the MMSD Data that are protected from disclosure under FERPA and/or Wisconsin Statute § 118.125.
5. Any and all individual-level records within or derived from the MMSD Data shall be destroyed by those members of the SERP Research Team retaining and storing the MMSD Data when the data is no longer needed for the purposes for which the study was conducted.
6. All members of the SERP Research Team who are given access to the MMSD Data agree to cooperate in producing any records in their possession relating to the agreed-upon Project that may be subject to a request for access and/or subject to disclosure under the Wisconsin Public Records Law.

1 The populations for which MMSD Data may be provided.

The structure and goals of the Project require the MMSD Data to include individual-level data for the following:

Teachers participating in the study
Students in the Algebra I classes that are part of the study group.

The MMSD Data may also include group-level SES and Academic data (not at the individual student level) for the district as a whole including:

All students in grades K-12

2. *Years for which MMSD Data may be provided*

The structure and goals of the Project require MMSD Data for the 2008-2009 school year as well as retrospective data. Some of the retrospective data that the District may provide for purposes of the Project include data reflecting students' coursework choices, grades and scores from prior school years and from years during which relevant standardized assessments of math and reading were administered to the students in the Algebra I classes that are part of the Project's study group. For follow-up purposes, and to determine correlations with future outcomes, MMSD may provide data for years beyond 2009. The extent to which prospective data beyond the initial two-year period of the study may be released by MMSD under this Agreement depends upon the availability of Project funding and factors such as an assessment of results obtained during the initial two-year period of the Project.

3. *Specific data elements that MMSD may provide under this Agreement*

The MMSD and the SERP Research Team agree that the data populations, the years for which MMSD Data may be provided, and the specific data elements in this Agreement represent an initial catalogue of MMSD data that may be used as part of the Project. However, MMSD reserves the right to define and potentially limit the specific data that may be released to the SERP Research Team for purposes of the Project, and MMSD does not warrant or represent that all data populations, timelines (i.e., years) and types of data (i.e., data elements) identified in this Agreement (1) exist, or (2) will be released to the SERP Research Team. MMSD reserves the right, at its sole discretion, to limit the extent to which the Project involves the collection and/or release of data.

Except when noted, the Project contemplates the use of individual-level record data. The specific items listed below represent the current data elements that may be needed in order to accomplish planned analyses of MMSD Data. Some data will not be available at the outset of the Project, and such data will be released as they become available in the future. The MMSD may transmit data using file formats that are convenient and consistent with the MMSD information systems and databases. For example, if student demographic data, student enrollment data and teacher appointment data are stored in single data table, then district staff should send a single table rather than three separate tables. SERP staff or other members of the SERP Research Team will reorganize data tables as needed.

- a. **Student Demographic Data:** Demographic data including key NCLB demographic variables.
- b. **Student Enrollment Data:** Data about student enrollment in math and science courses
- c. **Student Achievement Data:** Data from state test results (e.g., WKCE, TerraNova), local district assessments (e.g., PMA), and other relevant tests such as PSAT scores, provided the release of such data is consistent with any specific restrictions that may exist.
- d. **Student Post-Graduation Outcomes Data:** Data about student enrollment in post-secondary institutions.
- e. **Teacher Demographic, Background and Appointment Data:** Data about teacher training, demographics, certification, and content focus.
- f. **School Information Data:** Data about schools' locations and AYP status
- g. **Student Classroom Work:** Study-designed homework assignments and quizzes

A more detailed representation of the requested data follows:

For each student or teacher whose individual-level data will be analyzed as part of the Project, the MMSD Data may encompass the information listed below. **In order to ensure confidentiality and privacy for the students, the district will generate an encrypted ID for each student enrolled in regular Algebra I for the**

2008-2009 school year, and provide that ID in each appropriate data file. A key linking the encrypted ID with individual student names will be retained by the MMSD. To ensure anonymity, the SERP Research Team will not have access to the key.

<p>STUDENT DEMOGRAPHICS:</p> <p>Encrypted ID for anonymization purposes School assignment ID School assignment Name DOB (month/year) School Entry Date Attendance Data Prior School 1 Prior School 2 <various demographic variables (e.g., socioeconomic variables, ethnicity, special ed status, etc.)></p>	<p>POST GRADUATION:</p> <p>Encrypted ID for anonymization purposes Graduation Date Post-Secondary Institution Type <final status at time of graduation on demographic variables (e.g., final special ed status)></p>
<p>STUDENT ENROLLMENT</p> <p>Encrypted ID for anonymization purposes Current Grade Course ID 1...n Course Title 1...n Course Credits 1...n Course Hours per Week 1...n Course Teacher EMP ID 1...n Semester Enrolled Course 1...n Course Grade 1...n</p>	<p>TEACHER DEMOGRAPHICS, BACKGROUND and APPOINTMENT</p> <p>Teacher ID Number Teacher Name Assigned School ID Assigned School Name Gender Ethnicity Type of Certification Content Area of Certification Grade Level of Certification Content Area (general, Math, Science, other) Degree Type 1...n Degree minor 1...n Degree major 1...n Issuing Institution 1...n</p>
<p>STUDENT ACHIEVEMENT</p> <p>Encrypted ID for anonymization purposes</p> <p><Test name> <Test Date> <Test Cut Points> <Test Score Range for Proficiency Levels></p> <p><i>Standardized Test Scores (by test/by encrypted ID number)</i> <Overall scores and sub-scores by subject area (to include, for example, Scale Scores and Proficiency Scores)></p>	<p>SCHOOL INFORMATION</p> <p>School ID District Sub-District School Name Address City Zip Code Census Tract Phone Fax School Level Range of Grades School Type</p>

Met State College Requirements in Mathematics?	Title 1 Status NCES number Principal Current AYP OVERALL Current AYP Reading Current AYP Mathematics Current AYP Test Participation Current AYP Other Academic Indicator Current AYP Status Overall Current AYP Status Test Participation Current AYP Status Other Academic Indicator Current AYP Status Reading Current AYP Status Mathematics AYP Assistance Received AYP Definitions
STUDENT CLASSROOM WORK Encrypted ID for anonymization purposes Study homework assignments Study-designed Algebra I quizzes These data will be provided by the teachers to the Algebra Assignments Working Group team leader	

4. *Reasons for requesting the specific data items.*

The specific data items listed above are instrumental to completing the monitoring of student achievement over time and to analyzing the relationship between *Algebra Achievement* implementation activities and student achievement. Data on prior years are needed to answer questions raised by the superintendents regarding critical periods for early intervention, prior predictors of algebra achievement, and the effects of time in the district, mobility, and prior course taking on achievement. (See further detail below).

5. *A description of how the data will be used and analyzed*

Student and Teacher Data. The set of data on student achievement will be provided by individual encrypted student identification numbers (IDs) which the district will create. A key linking the individually participating students and their encrypted ID will be retained by the MMSD. The MMSD will use labels to make anonymous the homework assignments and other classroom derived data such as testing materials created by and for the study team. One set of labels will include both student names and encrypted IDs. Labels with encrypted IDs *only* will then be used to completely cover the label showing the student names. The SERP Research Team will have access to anonymized data (the database information from the district and the classroom level work), but not to the linking key. Because student mobility will need to be tracked, updated tables of encrypted IDs reflecting new students joining a class may be needed as part of the Project.

The Project contemplates the capability to aggregate the MMSD Data by school and by teacher in order to separate out the effects of the intervention from independent teacher effects. For example, the project can assess whether the effects of the intervention differed for new versus experienced teachers.

The Project contemplates the capability to monitor and assess whether the achievement gap among White students, African Americans, Hispanics, and other groups is narrowing. This will require the analysis of student achievement scores by ethnicity/race.

Achievement Gap. Although improvement in student achievement in Algebra I is the principle target for the *Algebra Achievement* Project, the Project may have an impact on variables related to students' participation in mathematics and science in the years following the year in which students complete Algebra I. The MMSD and SERP are mutually interested in obtaining information on what mathematics and science course have been taken and whether the course-taking and completion patterns change after students have completed Algebra I courses which are using the developed assignments. Other variables would be related to students' disposition to pursue mathematics and science, including enrollment in advanced placement courses, participation in and scores on college entrance examinations, and enrollment in mathematics courses in post-secondary education. The purpose of *Algebra Achievement* is to help students gain deeper knowledge of concepts needed for successful completion of Algebra I. As a consequence of this deepened understanding, students should be positioned to, and should have an increased interest in pursuing additional mathematics and science courses and at a higher level than would otherwise be the case.

The analyses of MMSD Data as part of the project is intended to complement the analyses already performed directly by the District while simultaneously meeting the reporting objectives of the multi-district *Algebra Achievement* analysis.

3. *A description of how the data will be presented and reported.*

All Project principals agree that no findings or reports or other information connected with the Project will be released at any time that identify individual students, teachers, or schools. Before any data analyses are published, participating districts will be given a copy of the proposed publication for review to ensure that there are no errors or misrepresentations in the manuscript, and to ensure that no data or findings are attributed to an individual district without that district's written consent. For the Madison Metropolitan School District, manuscripts will be sent to the Chief Information Officer or other individual as identified to us by the district. Districts will have at least 21 days from the time the manuscript is received to propose changes.

The primary purpose of *Algebra Achievement* is to help students gain deeper knowledge of concepts needed for successful completion of Algebra I; as a secondary outcome, the project hopes to influence students to take and do well in additional mathematics and science courses. Our objectives for data analysis are to establish the degree to which *Algebra Achievement* has enhanced student achievement in mathematics and science, and the extent to which it influences future academic choices.

4. *Estimated amount of time the data are needed for analysis.*

Because the impact of the intervention on future course taking and college going are of interest, the database will need to be in place for a number of years beyond the completion of the intervention so that the Algebra I students in the classes being evaluated will have reached college age, and up to two additional years to allow for analyses and manuscript preparation. Upon the completion of the study, the SERP Research Team will be instructed to destroy the MMSD Data.

5. *Desired medium of release for the data gathered.*

Data from the District's administrative database are requested to be delivered on CD-ROM via Federal Express or other carrier with similar ability to track shipping and confirm package delivery. The data on the CD-ROM shall be password protected if technically feasible. In addition, the anonymized classroom work (paper-based items), as described above, will be sent by the District via a similar carrier with the ability to track shipping and confirm package delivery.

6. *Other research activities that may develop following receipt and review of the data.*

The SERP Institute is in a partnership with the participating school districts that is intended to be ongoing. Findings from the study may lead to additional questions for which participating districts seek answers, or to additional lines of work. However, except as expressly authorized in writing by the MMSD, the SERP Research Team shall not re-use or re-purpose the MMSD Data for any further research, study or other purpose that is not for and directly on behalf of the MMSD.

7. *A plan for preventing others from viewing and using the data.*

a. Information Technology Asset Identification.

SERP uniquely identifies each piece of equipment with physical asset numbers and maintains a database of its type and model, the user to whom it was allocated, and its operating system.

b. Electronic data security policies and procedures.

The SERP Institute will house the electronic data on a dedicated, non-networked laptop with a password protected, secure log-in. No users will have add/delete rights to the original data files. A master copy of the data will be kept on CDs in a locked file cabinet with Beverly Hoffmaster responsible for controlling access to the CDs. In order to have access, researchers will be required to sign a Data Security Agreement and their team members will be required to sign a Data Security Pledge (see attached). Once signed agreements are received, a copy of the data on CD-ROM will be sent via Federal Express. As the agreement and pledge indicate, data can be kept and worked with only on a dedicated, non-networked computer with a password protected secured login. If a new member joins the research team, s/he will be required to sign and return a Data Security Pledge prior to having access to the data. A confidential Data Log will be kept tracking to whom data were sent, and which data were sent.

c. Physical data

The anonymized homework assignments, assessments, and other materials generated in each classroom will be sent by the MMSD directly to Professor Julie Booth at Temple University. All data will be kept in a locked file cabinet and only the Research Team will be allowed access to the materials.

d. Transportation of data.

No data will be sent electronically. Data will be sent via carriers with the ability to track shipping and confirm delivery.

8. *Names and titles of:*

a. *The officials with the authority to bind SERP and the SERP Research Team to the agreement*

Suzanne Donovan, Executive Director, SERP Institute.

b. *The officials in charge of the day-to-day operations involving the use of the data*

Juliana Paré-Blagoev, Assistant Director, SERP Institute
Beverly Hoffmaster, Operations Manager, SERP Institute

c. *The professional and support staff who conduct the research and analysis, as well as any others who may have access to the data.*

Kenneth Koedinger, Carnegie Mellon University, Pittsburgh, PA.
Julie Booth, Temple University, Philadelphia, PA
Andrew Elliot, University of Rochester, Rochester, NY
Geoffrey Borman, University of Wisconsin, Madison, WI
District staff and teachers who are members of the Working Group.

All Graduate Research Assistants work under the supervision of the project's directors, principal investigators, and project manager.

9	<i>Ongoing commitments respecting confidentiality and security of data even in the event of withdrawal from or dissolution of the Project</i>
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The MMSD, SERP, and all members of the SERP Research Team agree to participate in this research Project in good faith and with the intent of reaching findings that will help to improve instruction in mathematics education. However, any participating party reserves the right to withdraw from the Project at any time without any penalty whatsoever, provided that all parties to the Project shall continue to adhere to all commitments respecting the confidentiality and security of the MMSD Data, including those commitments identified herein.

10.	<i>Amendments</i>
-----	-------------------

Amendments to this Agreement must be in writing, dated and signed by the parties, and the parties agree that an oral or implied waiver or modification cannot dispense with this requirement.

11. *Signature, title and address, and telephone number of the individual submitting this Application and Agreement to the MMSD*



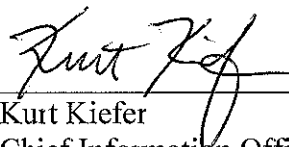
8/28/08

Suzanne Donovan
Executive Director
SERP Institute
500 Fifth Street, N.W.
#718
Washington, DC 20001

Date

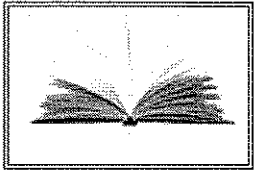
Phone: (202) 334-2326

12. *Signature, title and address, and telephone number of the individual receiving this Application and Agreement on behalf of the MMSD and indicating School Board approval of the Project and this Application and Agreement*



Kurt Kiefer
Chief Information Officer
Madison Metropolitan School District
545 West Dayton Street
Madison, WI 53703-1995
(608)663-4946

Date of MMSD School Board action to approve the Project and this Application and Agreement: August 11, 2008.



**DATA SECURITY AGREEMENT RELATING TO STUDENT RECORD
INFORMATION**

I, _____, as a non-employed agent of the Strategic Education Research Partnership Institute ("SERP"), am engaged in research with the Madison Metropolitan School District which requires that I have access to individual student record information that has been provided to SERP pursuant to the attached ***Madison Metropolitan School District Application and Agreement to Release Confidential Student and Teacher Data to the SERP Institute for The SERP-MSAN Algebra Achievement Project ("Application and Agreement")***.

I understand that the permission to use data provided by the Madison Metropolitan School District ("MMSD") is non-transferable, and I agree not to distribute, re-distribute, re-use or re-purpose any portion of the data to other persons or organizations, except to those researchers and analysts working under my direction for the purposes expressly identified in the Application and Agreement, without the permission of the MMSD and SERP. I agree that I and any research assistants or analysts working with the data under my direction are subject to the rules and regulations outlined in this document and in the Application and Agreement.

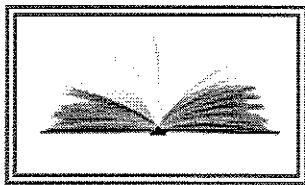
While individual data are required for the empirical analysis, the focus of the study is on aggregate relationships observed in the data. No data from individual students or teachers will be reported in any of the analyses or manuscripts that result from the study. To prevent even inadvertent identification of individuals, I agree to follow the data security and confidentiality procedures listed below:

- i) All electronic data analysis using confidential data will be performed on secure, non-networked, password-protected computers. Only the project investigators and approved staff analysts will have access to the computers on which data are stored. Offices in which the computers are kept will be locked during non-business hours
- ii) The original data copies received from SERP will be maintained on CDs in a locked cabinet.
- iii) Analytic data sets that preserve confidentiality that may be created by SERP and its agents will also be kept and processed only on secured computers.
- iv) Any research assistants or analysts will be required to sign a data security pledge, which is appended.
- v) All individual-level data, whether personally identifiable student data or otherwise, shall be returned to the SERP Institute (without copies being retained) or destroyed when the licensee is no longer an agent of SERP, or upon completion of project, whichever occurs first.

Amendments to this Agreement must be in writing, dated and signed by the parties, and the parties agree that an oral or implied waiver or modification cannot dispense with this requirement.

Date: _____

Signature: _____



**Security Pledge for the Use of Confidential Data
from Madison Metropolitan School District**

I, _____, through my involvement with and work on the SERP-MSAN partnership agenda with _____, will have access to secure data provided by Madison Metropolitan School District for use in this program. By virtue of my affiliation with this work, I have access to confidential information and use of data that are deemed confidential, personal, and private to Madison Metropolitan School District. I understand that access to this confidential data carries with it the responsibility to guard against unauthorized use and the possibility of unauthorized access or use. To treat information as confidential means not to divulge it to anyone who is not a project member, or to cause it to be accessible to anyone who is not a project member. Designation of project membership and approval for access to these data reside solely with _____ as a non-employed agent of the Strategic Education Research Partnership Institute. Transfer of any information off of the designated secure computers, or between the designated secure computers, or access to information on secure computers by anyone other than myself, must be cleared through and approved by _____.

I understand that disclosing confidential information directly or allowing non-authorized access to such information may subject me to criminal prosecution and/or civil recovery and may violate the code of research ethics at _____

I agree to fulfill my responsibilities on this project in accordance with the following guidelines:

1. I agree to not permit non-project personnel to access these sensitive data, either electronically or in hard copy.
2. I agree to not attempt to identify individuals, families, or households.
3. I agree that in the event an identity of an individual, family, or household is discovered inadvertently, I will (a) make no use of this knowledge, (b) advise _____ of the incident, (c) safeguard or destroy the information as directed by _____, (d) not inform any other person of the discovered identity.

Researcher:

Name: _____

Witness:

Name: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

AGREEMENT FOR THE TRANSFER OF THE MINORITY STUDENT
ACHIEVEMENT NETWORK PROGRAM
FROM MINORITY STUDENT ACHIEVEMENT NETWORK
to the
UNIVERSITY OF WISCONSIN-MADISON'S
WISCONSIN CENTER FOR EDUCATION RESEARCH

This Transfer Agreement ("Agreement") is hereby made and entered into as of July 1, 2007 ("the Effective Date") and is by and between the Board of Regents of the University of Wisconsin System, on behalf of the School of Education, University of Wisconsin-Madison's Wisconsin Center for Education Research ("WCER"), and the Minority Student Achievement Network ("MSAN") (collectively the "parties")

WHEREAS, MSAN, an Illinois not-for-profit corporation, was organized by its member districts for charitable and educational purposes, including, specifically, to discover, develop and implement the means to insure high academic achievement of minority students within the schools of the member districts; and

WHEREAS, MSAN, in furtherance of its purposes, collects revenue via assessing annual membership dues and expends funds to develop, provide and support program services ("the MSAN Program"); and

WHEREAS, MSAN wishes to expand the MSAN Program's educational research and outreach activities in order to provide greater MSAN Program services to its member districts; and

WHEREAS, WCER wishes to and is well-positioned to administer the MSAN Program, including, the continued offering of MSAN Program services to current MSAN members; and

WHEREAS, the MSAN Board of Directors has voted unanimously to transfer the MSAN Program from MSAN to WCER as provided by the MSAN By-Laws.

NOW, THEREFORE, in accordance with the foregoing and in consideration of the mutual covenants and consideration contained herein, the receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. TRANSFER

MSAN conveys and transfers to WCER all right and interest in and to the MSAN Program, subject to the termination clause in section 6 below, including the MSAN members listed in Schedule A and the MSAN Program Assets and Liabilities listed in Schedule B, which are incorporated and made part of this Agreement.

2. RESPONSIBILITIES

A. WCER will perform the following:

1. WCER will house and provide office space for the MSAN Program within its facilities.
2. WCER will supervise the Executive Director of the MSAN Program. WCER will provide operational management and executive leadership of the MSAN Program, including, oversight on all matters relating to MSAN Program products and services to membership.
3. WCER will facilitate the operation of the MSAN Program directing body, the Board of Directors described in the MSAN Bylaws (commonly referred to as "the MSAN Governing Board"), consisting of the Superintendent from each of the MSAN members listed in Schedule A. The Director of WCER shall oversee the relationship between the MSAN Governing Board and the MSAN Executive Director. The MSAN Governing Board remains the governing authority of MSAN and will autonomously provide MSAN Program mission leadership and WCER will implement the MSAN Governing Board mission, subject to the rules and regulations of the University of Wisconsin-Madison and the State of Wisconsin.
4. WCER will assume all administration of the MSAN Program's contractual duties, rights, and responsibilities.
5. WCER will conduct a national search for, and under the advice of the MSAN Governing Board, hire an executive director to lead the MSAN Program. The executive director shall, among other leadership duties, work with university researchers to identify opportunities for external grants.
6. WCER will provide, as necessary, additional staff to work with the executive director and to support MSAN Program services. All staff, including the newly hired executive director shall be employees of the University of Wisconsin-

Madison and under the direct supervision of the Director of WCER and the Dean of the School of Education, University of Wisconsin-Madison.

7. WCER will provide daily management of all MSAN Program business, including account management, personnel management, coordination of travel and event arrangements, clerical and receptionist duties, and IT support.
8. WCER agrees to cooperate with and assist MSAN in ensuring a smooth transition
9. WCER will provide periodic reports of financial accounting and MSAN program activities, events and services to the MSAN Governing Board at its triannual meetings, or as may be reasonably requested by the MSAN Governing Board's Executive Committee.

B MSAN will perform the following:

1. MSAN will transfer the location and management of all funds, including accounts receivable, of the MSAN Program to WCER, as identified in Schedule B, by the Effective Date. If MSAN shall receive any revenue from any member listed in Schedule A after the Effective Date, MSAN shall immediately forward this revenue to WCER.
2. MSAN shall assist WCER in obtaining Memorandum of Understandings ("MOUs") with the individual members listed in Schedule A.

These MOUs shall acknowledge the transfer of the MSAN Program from MSAN to WCER, including:

- a) The transfer of the membership interest and obligations from MSAN to WCER;
 - b) The rights and benefits of the membership interest in respect to the MSAN Program at WCER;
 - c) The relationship of the Governing Board to the MSAN Program at WCER;
 - d) Any member-specific items, e.g. transfer of the msanetwork.org domain name registration.
3. MSAN shall provide all information and records necessary for WCER to perform the MSAN Program services under this Agreement.

3 ACCOUNTING

MSAN will continue to diligently process the payment of invoices received and approved for payment through June 30, 2007. Invoices received after that date will be forwarded to WCER for payment.

4. GOVERNING LAW

This agreement shall be governed by the laws of the State of Wisconsin, without regard to principles of conflict of laws.

5. RECORDS

MSAN will provide copies of relevant records associated with MSAN to WCER and WCER shall maintain these records as required by law.

6. TERMINATION

Either party may terminate this Agreement by providing notice of intent to terminate to the other party. In order to permit the orderly transition of operations, the effective date of any such termination shall be the longer of: fifty-three (53) weeks following receipt of notice of intent to terminate; or the conclusion of any sponsored research agreements WCER may have entered into on behalf of MSAN. During the period after notice and prior to termination, all provisions of this Agreement shall remain in full force and effect, including the obligation of MSAN members to make financial contributions. Following the effective date of termination, the parties agree to perform a final accounting of assets, liabilities, receipts and expenditures to ensure that all WCER costs have been recovered and any remaining MSAN assets are returned to MSAN, and to in good faith execute such agreements and other documents as are necessary to transfer the operations, funds and management of the MSAN Program back to MSAN.

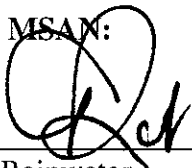
7. INDEMNIFICATION

The University of Wisconsin System agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. The University further agrees to hold harmless MSAN, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University of Wisconsin System while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

MSAN agrees to hold the University of Wisconsin System, its officers, employees, or agents, harmless from any loss, claim, damage, or liability of any kind involving an officer, employee, or agent of the MSAN arising out of or in connection with this Agreement, except to the extent that such loss, claim, damage, or liability is founded upon or grows out of the acts or omissions of any of the officers, employees, or agents of the University while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

For MSAN:



Art Rainwater
Governing Board President
Minority Student Achievement Network

08.03.07

Date

For WCER:



Don Miner
Associate Vice Chancellor
University of Wisconsin-Madison

8-6-07

Date

SCHEDULE A

MSAN Program Membership

Amherst-Pelham Regional Schools • Grades: K-12
Amherst, MA

Ann Arbor Public Schools • Grades: K-12
Ann Arbor, MI,

Arlington Public Schools • Grades: K-12
Arlington, VA,

Bedford Central School District • Grades: K-12
Mount Kisco, NY,

Cambridge Public Schools • Grades: K-12
Cambridge, MA

Champaign Unit 4 School District • Grades: K-12
Champaign, IL,

Chapel Hill-Carrboro City Schools • Grades: K-12
Chapel Hill, NC,

Cherry Hill Public Schools • Grades: K-12
Cherry Hill, NJ,

Cleveland Heights-University Heights City School District • Grades: K-12
University Heights, OH,

Columbia Public Schools • Grades: K-12
Columbia, MO,

Eugene School District • Grades: K-12
Eugene, OR

Evanston Township High School District 202 • Grades: 9-12
Evanston, IL,

Evanston/Skokie Elementary School District 65 • Grades: K-8
Evanston, IL,

Farmington Public Schools • Grades: K-12
Farmington, MI,

Green Bay Area Public Schools • Grades: K-12
Green Bay, WI

Hamden Public Schools • Grades: K-12
Hamden, CT

Madison Metropolitan School District • Grades: K-12
Madison, WI,

Montclair Public Schools • Grades: K-12
Montclair, NJ,

Oak Park and River Forest High School District 200 • Grades: 9-12
Oak Park, IL,

Oak Park Elementary School District 97 • Grades: K-8
Oak Park, IL,

Princeton Regional Schools • Grades: K-12
Princeton, NJ

School District of South Orange and Maplewood
Maplewood, NJ

Shaker Heights City School District • Grades: K-12
Shaker Heights, OH

The Public Schools of Brookline • Grades: K-12
Brookline, MA

Windsor Public Schools • Grades: K-12
Windsor, CT

SCHEDULE B

MSAN Program Assets and Liabilities

ASSETS

Current Assets

Checking/Savings

1000 - CK-First Bank & Trust Checking	21,672.61
---------------------------------------	-----------

1001 - MM-First Bank & Trust Mon Mrkt	196,741.28
---------------------------------------	------------

Total Checking/Savings	218,413.89
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Accounts Receivable

1020 - Accounts Receivable	35,000.00
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Total Accounts Receivable	35,000.00
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Total Current Assets	253,413.89
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TOTAL ASSETS	253,413.89
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LIABILITIES & EQUITY

Equity

3010 - Retained Earnings	82,334.91
--------------------------	-----------

Net Income	171,078.98
------------	------------

Total Equity	253,413.89
--------------	------------

TOTAL LIABILITIES & EQUITY	253,413.89
----------------------------	------------

AGREEMENT FOR THE TRANSFER OF THE MINORITY STUDENT
ACHIEVEMENT NETWORK PROGRAM
FROM MINORITY STUDENT ACHIEVEMENT NETWORK
to the
UNIVERSITY OF WISCONSIN-MADISON'S
WISCONSIN CENTER FOR EDUCATION RESEARCH

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WHEREAS, MSAN, an Illinois not-for-profit corporation, was organized by its member districts for charitable and educational purposes, including, specifically, to discover, develop and implement the means to insure high academic achievement of minority students within the schools of the member districts; and

WHEREAS, MSAN, in furtherance of its purposes, collects revenue via assessing annual membership dues and expends funds to develop, provide and support program services ("the MSAN Program"); and

WHEREAS, MSAN wishes to expand the MSAN Program's educational research and outreach activities in order to provide greater MSAN Program services to its member districts; and

WHEREAS, WCER wishes to and is well-positioned to administer the MSAN Program, including, the continued offering of MSAN Program services to current MSAN members; and

WHEREAS, the MSAN Board of Directors has voted unanimously to transfer the MSAN Program from MSAN to WCER as provided by the MSAN By-Laws.

NOW, THEREFORE, in accordance with the foregoing and in consideration of the mutual covenants and consideration contained herein, the receipt and sufficiency are hereby acknowledged, the parties agree as follows:

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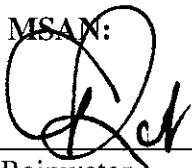
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MSAN agrees to hold the University of Wisconsin System, its officers, employees, or agents, harmless from any loss, claim, damage, or liability of any kind involving an officer, employee, or agent of the MSAN arising out of or in connection with this Agreement, except to the extent that such loss, claim, damage, or liability is founded upon or grows out of the acts or omissions of any of the officers, employees, or agents of the University while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

For MSAN:



Art Rainwater
Governing Board President
Minority Student Achievement Network

08.03.07

Date

For WCER:



Don Miner
Associate Vice Chancellor
University of Wisconsin-Madison

8-6-07

Date

SCHEDULE A

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Amherst-Pelham Regional Schools • Grades: K-12
Amherst, MA

Ann Arbor Public Schools • Grades: K-12
Ann Arbor, MI,

Arlington Public Schools • Grades: K-12
Arlington, VA,

Bedford Central School District • Grades: K-12
Mount Kisco, NY,

Cambridge Public Schools • Grades: K-12
Cambridge, MA

Champaign Unit 4 School District • Grades: K-12
Champaign, IL,

Chapel Hill-Carrboro City Schools • Grades: K-12
Chapel Hill, NC,

Cherry Hill Public Schools • Grades: K-12
Cherry Hill, NJ,

Cleveland Heights-University Heights City School District • Grades: K-12
University Heights, OH,

Columbia Public Schools • Grades: K-12
Columbia, MO,

Eugene School District • Grades: K-12
Eugene, OR

Evanston Township High School District 202 • Grades: 9-12
Evanston, IL,

Evanston/Skokie Elementary School District 65 • Grades: K-8
Evanston, IL,

Farmington Public Schools • Grades: K-12
Farmington, MI,

Green Bay Area Public Schools • Grades: K-12
Green Bay, WI

Hamden Public Schools • Grades: K-12
Hamden, CT

Madison Metropolitan School District • Grades: K-12
Madison, WI,

Montclair Public Schools • Grades: K-12
Montclair, NJ,

Oak Park and River Forest High School District 200 • Grades: 9-12
Oak Park, IL,

Oak Park Elementary School District 97 • Grades: K-8
Oak Park, IL,

Princeton Regional Schools • Grades: K-12
Princeton, NJ

School District of South Orange and Maplewood
Maplewood, NJ

Shaker Heights City School District • Grades: K-12
Shaker Heights, OH

The Public Schools of Brookline • Grades: K-12
Brookline, MA

Windsor Public Schools • Grades: K-12
Windsor, CT

SCHEDULE B

MSAN Program Assets and Liabilities

ASSETS

Current Assets

Checking/Savings

1000 - CK-First Bank & Trust Checking	21,672.61
---------------------------------------	-----------

1001 - MM-First Bank & Trust Mon Mrkt	196,741.28
---------------------------------------	------------

Total Checking/Savings	218,413.89
------------------------	------------

Accounts Receivable

1020 - Accounts Receivable	35,000.00
----------------------------	-----------

Total Accounts Receivable	35,000.00
---------------------------	-----------

Total Current Assets	253,413.89
----------------------	------------

TOTAL ASSETS	253,413.89
--------------	------------

LIABILITIES & EQUITY

Equity

3010 - Retained Earnings	82,334.91
--------------------------	-----------

Net Income	171,078.98
------------	------------

Total Equity	253,413.89
--------------	------------

TOTAL LIABILITIES & EQUITY	253,413.89
----------------------------	------------



C. Acet.

Ref

RECEIVED

March 11, 2005

MAR 28 REC'D

Assistant Supt.
Business Services

Mr. Art Rainwater, Superintendent
Madison Metropolitan School District
545 West Dayton Street
Madison WI 53703-1995

cc: Gower
Budget
SAK for FTE
Doug
Mary Watson

Dear Superintendent Rainwater:

This is to confirm our agreement to provide \$125,000 during the next fiscal year in support of the five diversity coordinators currently assigned to area high schools by the Madison Public School District. As this information has already begun circulating in the public, and undoubtedly will provoke interest and anxiety on the part of both guidance counselors and the five coordinators, I believe it is vitally important that we begin working as soon as possible to outline our expectations for how the coordinators will work to our mutual advantage. To this end, I suggest you identify those who you would like to represent the District in these discussions, and have them contact Associate Vice Chancellor Joanne Berg at 262-0102 to set up an initial meeting.

I am optimistic about this partnership, but I am concerned as well that we not wait too long to refine the details.

Please feel free to contact me directly if you have any questions.

Sincerely,

John D. Wiley
Chancellor

cc: Joanne Berg
Rob Seltzer

RECEIVED

MAR 30 2005

ACCOUNTING
Madison Metropolitan School District

Office of the Chancellor

MINORITY SERVICES COORDINATOR
PARTNER/SERVICES AGREEMENT
between
MADISON METROPOLITAN SCHOOL DISTRICT
and
THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

This Agreement is made and entered into by and between the Madison Metropolitan School District 545 West Dayton Street, Madison, WI 53703, (hereinafter referred to as the District) and the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison (hereinafter referred to as UW).

WHEREAS District wishes to provide high school age minority students in the District with the services of a professional to assist them in achieving their higher education goals; and

WHEREAS the UW wishes to support the provision of such services to the students; and

WHEREAS the Parties hereto desire to enter into an agreement for UW to provide a portion of the cost of salary and fringe benefit charges for Minority Services Coordinator positions in four (4) District high schools;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the District and the Partner agree as follows:

1. The term of this Agreement shall be from September 1, 2006 to June 15, 2007.
2. District shall employ Richard Scott at East High School; Algernon Felice at West High School; Percy Brown, Jr. at Memorial High School; and Michelle Olson at LaFollette High School to serve as the Minority Services Coordinators and shall notify UW if any coordinator is unable to perform or complete the duties herein, and also notify UW of any replacement named therefore. Such notice shall go to Joanne Berg, Office of the Registrar, 21 N. Park Street, Suite 7223, Madison, WI 53715-1218.
3. UW shall reimburse the District a total amount limited to and not to exceed \$125,000.00 for a part of the minority service coordinators' salaries plus fringe benefit charges for the term of this agreement. Payment will be made upon receipt of invoice from the District on or after June 1, 2007. An original and copy of the invoice should be sent to Tim Norris, Admin. Officer, 177 Bascom Hall, 500 Lincoln Dr., Madison, WI 53706.
4. The District agrees:
 - To strive to serve a diverse population of children reflecting the student body of the District,
 - Minority services coordinators re qualified to provide the minority services Designated.
 - Provide to UW, upon request, enrollment and attendance data, and the numbers of minority students served.
 - To develop a cohort of minority students for college readiness.
5. In providing the services under this Agreement the District shall commence, carry on and complete its obligation under this Agreement with all deliberate speed and in an economical and efficient manner in accordance with the Agreement and all applicable law.

6. The Parties agree that their respective personnel shall not be deemed to be employees of the other party, nor shall they have or be deemed to have any direct contractual relationships with the other party.
7. UW agrees to hold harmless the District from any and all liability including claims, demands, losses, costs, damages, and expenses of every kind and description (including) death or damages to persons or property arising out of or in connection with or occurring during the course of this agreement when such liability is founded upon and grows out of the acts or omissions of any of the officers, employees or agents of UW while acting within the scope of their employment or agency when protection is afforded by sections 895.46(1) and 893.82 of the Wisconsin Statutes. The State of Wisconsin provides liability coverage for the acts or omissions of acts of its employees and agents committed within the scope of their employment or agency under section 895.46 of the Wisconsin statutes and is self-insured.

District agrees to hold harmless UW from any and all liability including claims, demands, losses costs damages, and expenses of every kind and description (including death) or damages to persons or property, arising out of or in connection with or occurring during the course of this Agreement when such liability is founded upon and grows out of the acts or omissions of any of the officers, employees or agents of the District acting within the scope of their employment or agency when protection is afforded the Wisconsin statutes.

8. District shall promptly notify UW and the Vice Chancellor for Legal and Executive Affairs, University of Wisconsin-Madison, 361 Bascom Hall, 500 Lincoln Drive, Madison, WI 53706 in the event it has any reason to believe a claim may exist against the UW or any of its agents or employees, or against any University of Wisconsin employees or agents, for the activities contemplated by this agreement. UW shall promptly notify the District in the event it has any reason to believe a claim may exist against the District or any of its agents or employees for the activities contemplated by this agreement.

Notification under this section shall be for informational purposes only and shall not substitute for the statutory claim procedure under secs. 893.82 or 893.80, Wis. Stats.

9. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
10. If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
11. During the term of this Agreement, both parties agree not to discriminate on any bases prohibited by federal, state or local law or ordinance, and exceptions shall be permitted only to the extent allowable in state or federal law.
12. The entire agreement of the parties is contained herein and in any attachment specified herein, and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing,
13. The parties agrees to protect and maintain the confidentiality of pupil records or any other confidential matter that the parties maintain, as required by state and federal law (e.g. FERPA; Wis Stats. sections 118.125 to 128, Wisconsin Children's Code; Wis. Stats. 895.50). This provision shall continue to be effective after the termination of this Agreement.

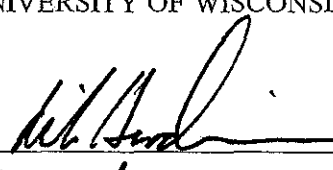
14. By signing below, the person hereby represents that he/she has the authority to sign this Agreement and bind the Partner to adhere to its terms.
15. Notices required or permitted to be given by either Party under this agreement shall be in writing to:

PARTNER: Joanne Berg
Associate Vice Chancellor
Office of the Registrar
University of Wisconsin - Madison
21 N. Park Street, Suite 7223
Madison, WI 53715-1218

DISTRICT: Roger Price
Assistant Superintendent for Business Services
Madison Metropolitan School District
545 West Dayton Street
Madison, WI 53703

cc: Lisa Black
Special Assistant to the Superintendent
Madison Metropolitan School District
545 West Dayton Street
Madison, WI 53703

BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM

by  4/5/07
Date:
Mike Hardiman, Purchasing
(print name and title) Director

MADISON METROPOLITAN SCHOOL
DISTRICT BOARD OF EDUCATION

by  4/17/07
Date:
Roger Price, Assistant Superintendent



AMENDMENT TO
Academic Support Services Agreement
For an Independent Contractor

Agreement No. 07-8427

This Amendment is hereby issued to revise the original Agreement, dated September 1, 2006 to June 15, 2007, which was executed on behalf of the Board of Regents of the University of Wisconsin System for the University of Wisconsin-Madison, hereinafter referred to as the University, and **Madison Metropolitan School District (MMSD)**, hereinafter referred to as the Service Provider.

This Agreement is amended as follows:

Extension of said agreement, signed on April 17, 2007, to June 30, 2008. This is the finalization of this contract.

All other Agreement conditions shall remain unchanged by this Amendment.

**FOR THE BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM**

University of Wisconsin-Madison

Mike Hardiman

Director, Purchasing Services
Title

Date

FOR THE SERVICE PROVIDER

Madison Metropolitan School District
(MMSD)

Name of Provider (Signature) Steve Hartley

BOE Secretary
Title

7/2/08
Date



February 23, 2007

Mr. Art Rainwater, Superintendent of Schools
Madison Metropolitan School District
545 West Dayton Street
Madison, WI 53703-1995

Dear Art:

The Wisconsin Center for Education Research is delighted to participate in the Madison Metropolitan School District's proposal to the U. S. Department of Education's Teaching American History (TAH) program. We are very pleased that the Department of Education is placing strong emphasis on using a quasi-experimental research design that includes gathering student-level test data from students of teachers in the proposed TAH intervention group and from students of teachers in a matched comparison group. Because WCER believes that projects that use this approach to outcomes assessment hold promise for improving education research and practice, and because we always welcome opportunities to collaborate with our close neighbor, MMSD, we are especially pleased that we have the opportunity to participate in your proposal to the TAH program.

As you know, WCER (<http://www.wcer.wisc.edu/>) is one of the nation's oldest, largest, and most productive university-based education research centers. Operating since 1964, and currently employing some 300 faculty, staff, and graduate students, WCER supports basic and applied research and evaluation by some of the country's leading scholars. The evaluation and assessment expertise of scholars such as Norman Webb, Rob Meyer, and Susan Millar place us in a very strong position to meet the evaluation needs of your proposed TAH project.

I want to emphasize that, throughout its history, WCER has maintained a commitment to improving American education by studying the nature of varied learning environments and interventions and their effects on students. Of primary concern to this mission has been the question of how educational processes and social policy can best meet the needs of students from different cultural and educational backgrounds. WCER researchers have continually asked how educational "best practices" can be made more efficient, better supported, more strategic, and thus easier to implement. As your TAH project seeks these very outcomes, our experience working toward these goals will, I believe, be of great value to you.

To confirm with you our understanding of how we will participate, I am taking this opportunity to describe the work to which we are committing. Dr. Shihmei Barger, an associate researcher at WCER who has worked for some time with Norman Webb and Susan Millar, will serve as the evaluation researcher for this proposed project. She will devote 50% of her time to the project in all three years of the project. She will take ultimate responsibility for the scientific and technical direction of the project. In particular, she will be responsible for the evaluation design, comparison group selection, development of the pre- and post-intervention surveys, development of lesson plan and student work assessment rubrics, data collection, and analysis and reporting of



February 23, 2007

Mr. Art Rainwater, Superintendent of Schools
Madison Metropolitan School District
545 West Dayton Street
Madison, WI 53703-1995

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07-08

University of Wisconsin-Madison
Wisconsin Center for Education Research (WCER)
SUBGRANTEE AGREEMENT
(Teaching American History)

This Agreement is made and entered into by and between the Madison Metropolitan School District, 545 W. Dayton Street, Madison, WI 53703 (hereinafter referred to as the District) and the Board of Regents of the University of Wisconsin System, c/o Wisconsin Center for Education Research, 1025 W Johnson St., Room 796, Madison WI 53706 (hereinafter referred to as "the Subgrantee"), a consultant hired to provide evaluation services related to the Teaching American History grant

WHEREAS, the District has received an award entitled "Teaching American History -- Building Informed Citizens" from the U.S. Department of Education; and

WHEREAS, the Subgrantee has agreed to perform certain work necessary under the terms of the award, more fully described in the document entitled "Research Explanation Narrative" and the letter from WCER dated February 23, 2007, attached hereto as appendix A and incorporated herein by this reference

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the District and the Subgrantee agree as follows:

1. Term

The term of this Agreement shall be from 7/1/2007 to 6/30/2008 unless otherwise provided for by modification to this Agreement. The Agreement may be extended for two one-year periods under like terms and conditions as provided in the award documents

2. Technical Direction

The responsibility for technical direction by the District of this project shall rest with *Susan Hamblin, Instructional Resource Teacher, Department of Teaching and Learning*. Any change to the scope of work described herein or in Appendix A attached hereto must be approved in writing by Susan Hamblin.

3. Key Personnel/Competency

The following Subgrantee personnel is /are (the) person(s) considered to be essential to the work performed hereunder:
Shihmei Barger

The Subgrantee agrees to provide the services described herein in a professional and competent manner, and shall commence, carry on and complete its obligation under this Agreement with all deliberate speed and in an economical and efficient manner in accordance with the Agreement and all applicable law. In the event a Key Person is unable or unwilling to continue the Project, Subgrantee shall notify District in writing and may propose in writing, and individual to replace the Key Person, and replacement of a Key Person must be approved in writing by Susan Hamblin.

4. Compensation and Audit

The District shall pay the Subgrantee a total amount of \$61,573.00. The District shall pay the Subgrantee upon receipt of an itemized billing statement from the Subgrantee, reviewed by Susan Hamblin and by Lisa Wachtel, Executive Director of Teaching and Learning. Billing statements shall be submitted to Ruth Schultz, *MMSD, Accounting Supervisor - Grants, 545 West Dayton Street, Madison, WI, 53703* and include a PO number, Subgrantee's Social Security or Tax Identification number and complete mailing address. It is preferred by District that billing statements be submitted quarterly, in 4 equal installments. **Final billing statement must be submitted to District within 30 days of June 30, 2008 for payment, and failure to do so may result in delay of, reduction of, or denial of payment, unless District and Subgrantee agree otherwise in writing.**

Subgrantee shall maintain adequate records, in accordance with generally accepted accounting practices, to clearly and easily identify expenses, nature of expenses and relatedness to this Agreement, and shall make such records available for audit by the Cognizant State and/or Federal Audit Agency. Records shall be retained for a period of at least three (3) years from the date of submission of final report/billing statement except for records related to an audit initiated prior to the expiration date, which shall be retained until such audit findings are resolved.

5. Indemnity

Subgrantee shall at all times during the term of this Agreement indemnify, hold harmless and defend the District against any and all liability, loss, damages, or expenses which District may sustain/incur or be required to pay by reason of acts or omissions of the Subgrantee acting under the terms of this Agreement, to the extent allowed by the laws of Wisconsin.

13. Authority

By signing below, the person hereby represents that he/she has the authority to sign this Agreement and bind the Subgrantee to adhere to its terms.

**Board of Regents of the
University of Wisconsin System**

MADISON METROPOLITAN SCHOOL
DISTRICT BOARD OF EDUCATION

Cheryl Gest 11/2/07
Subgrantee Date:

Cheryl E. Gest, Admin. Officer.
Research & Sponsored Programs

by *Steve Hartley* 11/6/07
Steve Hartley, Secretary Date:

Per T & L (L. Wachtel; S. Hamblin) and accounting (R. Schultz) 7/07 - jlw

Appendix A

Research Explanation Narrative

The evaluation will employ a quasi-experimental design with matched group comparison. The evaluator will gather data to (a) assess changes in the knowledge and classroom practices of the intervention teachers, and (b) assess whether teacher change is evident in student performance. The evaluator will gather these data in ways that are minimally intrusive for teachers and students. In particular, both intervention and comparison teachers will be asked to (a) complete a pre-intervention survey in the first year, (b) complete a post-intervention survey in the third year, and (c) take a content knowledge test (CLEP) each year. In addition, each year the evaluator will analyze lesson plans developed by the intervention teachers and samples of student work. The evaluator will also gather data that assesses student learning in a non-intrusive way by obtaining data from annual state-wide tests (Wisconsin Knowledge and Concepts Exam) taken by students of both intervention and comparison teachers.

University of Wisconsin-Madison
Wisconsin Center for Education Research (WCER)
SUBGRANTEE AGREEMENT
(Teaching American History)

This Agreement is made and entered into by and between the Madison Metropolitan School District, 545 W. Dayton Street, Madison, WI 53703 (hereinafter referred to as the District) and the Board of Regents of the University of Wisconsin System, c/o Wisconsin Center for Education Research, 1025 W. Johnson St, Room 796, Madison WI 53706 (hereinafter referred to as "the Subgrantee"), a consultant hired to provide evaluation services related to Teaching American History grant.

WHEREAS, the District has received the second of three years of an award entitled "Teaching American History – Building Informed Citizens" from the U S Department of Education,; and

WHEREAS, the Subgrantee has agreed to perform certain work necessary under the terms of the award, more fully described in the document entitled "Research Explanation Narrative" and the letter from WCER dated February 23, 2007, attached hereto as appendix A and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the District and the Subgrantee agree as follows:

1. **Term**
The term of this Agreement shall be from 7/1/2008 to 6/30/2009 unless otherwise provided for by modification to this Agreement. The Agreement may be extended for an additional one-year periods under like terms and conditions as provided in the award documents.
2. **Technical Direction**
The responsibility for technical direction by the District of this project shall rest with *Susan Hamblin, Instructional Resource Teacher, Department of Teaching and Learning*. Any change to the scope of work described herein or in Appendix A attached hereto must be approved in writing by Susan Hamblin.
3. **Key Personnel/Competency**
The following Subgrantee personnel is /are (the) person(s) considered to be essential to the work performed hereunder:
Shihmei Barger
The Subgrantee agrees to provide the services described herein in a professional and competent manner, and shall commence, carry on and complete its obligation under this Agreement with all deliberate speed and in an economical and efficient manner in accordance with the Agreement and all applicable law. In the event a Key Person is unable or unwilling to continue the Project, Subgrantee shall notify District in writing and may propose in writing, and individual to replace the Key Person, and replacement of a Key Person must be approved in writing by Susan Hamblin.
4. **Compensation and Audit**
The District shall pay the Subgrantee a total amount of \$64,378.00. The District shall pay the Subgrantee upon receipt of an itemized billing statement from the Subgrantee, reviewed by Susan Hamblin and by Lisa Wachtel, Executive Director of Teaching and Learning. Billing statements shall be submitted to Ruth Schultz, *MMSD, Accounting Supervisor - Grants, 545 West Dayton Street, Madison, WI, 53703* and include a PO number, Subgrantee's Social Security or Tax Identification number and complete mailing address. It is preferred by District that billing statements be submitted quarterly, in 4 equal installments. **Final billing statement must be submitted to District within 30 days of June 30, 2008 for payment, and failure to do so may result in delay of, reduction of, or denial of payment, unless District and Subgrantee agree otherwise in writing.**

Subgrantee shall maintain adequate records, in accordance with generally accepted accounting practices, to clearly and easily identify expenses, nature of expenses and relatedness to this Agreement, and shall make such records available for audit by the Cognizant State and/or Federal Audit Agency. Records shall be retained for a period of at least three (3) years from the date of submission of final report/billing statement except for records related to an audit initiated prior to the expiration date, which shall be retained until such audit findings are resolved.

5. **Indemnity**

Subgrantee shall at all times during the term of this Agreement indemnify, hold harmless and defend the District against any and all liability, loss, damages, or expenses which District may sustain/incur or be required to pay by reason of acts or omissions of the Subgrantee acting under the terms of this Agreement, to the extent allowed by the laws of Wisconsin.

13. Authority

By signing below, the person hereby represents that he/she has the authority to sign this Agreement and bind the Subgrantee to adhere to its terms.

MADISON METROPOLITAN SCHOOL
DISTRICT BOARD OF EDUCATION

Cheryl E. Gest 10/9/08
Subgrantee Date:

Cheryl E. Gest, Admin. Officer
Research & Sponsored Programs

by Erik J. Kass 8/12/08
Erik Kass, Secretary Date:

Per T & L (L. Wachtel; S. Hamblin) and accounting (R. Schultz) 7/08 - jlw

Appendix A

Research Explanation Narrative

The evaluation will employ a quasi-experimental design with matched group comparison. The evaluator will gather data to (a) assess changes in the knowledge and classroom practices of the intervention teachers, and (b) assess whether teacher change is evident in student performance. The evaluator will gather these data in ways that are minimally intrusive for teachers and students. In particular, both intervention and comparison teachers will be asked to (a) complete a pre-intervention survey in the first year, (b) complete a post-intervention survey in the third year, and (c) take a content knowledge test (CLEP) each year. In addition, each year the evaluator will analyze lesson plans developed by the intervention teachers and samples of student work. The evaluator will also gather data that assesses student learning in a non-intrusive way by obtaining data from annual state-wide tests (Wisconsin Knowledge and Concepts Exam) taken by students of both intervention and comparison teachers.

University of Wisconsin-Madison
Wisconsin Center for Education Research (WCER)
AGREEMENT
(value added analysis/reporting)

This Agreement is made and entered into by and between the Madison Metropolitan School District, 545 W. Dayton Street, Madison, WI 53703 (hereinafter referred to as the District) and the Board of Regents of the University of Wisconsin System, c/o Wisconsin Center for Education Research, 1025 W. Johnson St., Room 796, Madison WI 53706 (hereinafter referred to as "the Provider"), a consultant hired to develop a value added analysis and reporting system.

WHEREAS, the District desires to develop a value-added system; and

WHEREAS, the Provider has agreed to perform certain work necessary for such system as is more fully described in the documents entitled "Tasks for the Madison Value-Added Project" and "Developing a Value-Added System with the Madison Metropolitan School District", attached hereto as appendix A and incorporated herein by this reference;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the District and the Provider agree as follows:

1. Term

The term of this Agreement shall be from 12/1/2007 to 6/30/2008 unless otherwise provided for by modification to this Agreement. Continuation beyond this term is subject to mutual agreement by the parties, memorialized by letter agreement

2. Technical Direction

The responsibility for technical direction by the District of this project shall rest with *Kurt Kiefer, Chief Information Officer*. Any change to the scope of work described herein or in Appendix A attached hereto must be approved in writing by Kurt Kiefer.

3. Key Personnel/Competency

The following Provider personnel is /are (the) person(s) considered to be essential to the work performed hereunder:

Yue Hu

The Provider agrees to provide the services described herein in a professional and competent manner, and shall commence, carry on and complete its obligation under this Agreement with all deliberate speed and in an economical and efficient manner in accordance with the Agreement and all applicable law. In the event a Key Person is unable or unwilling to continue the Project, Provider shall notify District in writing and may propose in writing, and individual to replace the Key Person, and replacement of a Key Person must be approved in writing by Kurt Kiefer.

4. Background Checks

A criminal background check may be required for persons providing services under this contract, including staff and volunteers, who have direct student contact, at the option of District. District may conduct the background check at cost for Provider, or . Provider may perform its own check through Wisconsin Department of Justice, Crime Information Bureau (CIB). District shall be sole arbiter of whether there is anything in a background check that would render a person unfit to work with District students.

5 Compensation and Audit

The District shall pay the Provider a total amount not to exceed \$68,026. The District shall pay the Provider upon receipt of an itemized billing statement from the Provider, reviewed by Kurt Kiefer. Billing statements shall be submitted to Ruth Schultz, *MMSD, Accounting Supervisor, 545 West Dayton Street, Madison, WI, 53703* and include a PO number, Provider's Social Security or Tax Identification number and complete mailing address. The District shall not pay in advance for any services. It is preferred by District that billing statements be submitted on a monthly basis, or at least quarterly, in 2 equal installments. A final billing statement must be submitted to District within 60 days of June 30, 2008 for payment, and failure to do so may result in delay of, reduction of, or denial of payment, unless District and Provider agree otherwise in writing.

Provider shall maintain adequate records, in accordance with generally accepted accounting practices, to clearly and easily identify expenses, nature of expenses and relatedness to this Agreement, and shall make such records available for audit as required for Federal, State or Local governmental units. Records shall be retained for a period of at least three (3) years from the date of submission of final report/billing statement except for

records related to an audit initiated prior to the expiration date, which shall be retained until such audit findings are resolved.

6. Indemnity, Insurance, Defense of suits

Provider shall at all times during the term of this Agreement indemnify, hold harmless and defend the District against any and all liability, loss, damages, or expenses which District may sustain/incur or be required to pay by reason of acts or omissions of the Provider acting under the terms of this Agreement, to the extent allowed by the laws of Wisconsin.

University of Wisconsin, as an agent of the State of Wisconsin is self-insured for liability insurance coverage, and agrees pursuant to Wes. Stats. sec 895.46 to provide such protection arising out of negligence or malpractice on the part of Provider for legal defense and payment of judgments entered against officers, employees and agents acting within the scope of employment or agency

In the event a court action or administrative proceeding is brought against District, its officers, agents, or employees, for Provider's acts or failure to act as required by the contract, District shall tender its defense of such claim or action to the Provider and it shall be the duty of Provider to defend such claim or action without cost or expense to District, its officers, agents, or employees.

7. Confidentiality

The Provider acknowledges that student data is protected by both federal and state law and regulations including, but not limited to Wis. Stats. sec 118.125; 20 USC sec 1232(g); and 24 CFR sec. 99.1 *et seq.*, Provider agrees to protect and maintain the confidentiality of pupil records or any other confidential matter that the District maintains, as required by state and federal law and regulations. If District determines that Provider has disclosed student record information in violation of state or federal law, without prejudice to any other rights or remedies the District may have, District shall be entitled to immediately terminate this and any other agreement between the parties without further liability. Furthermore, in the event of such disclosure, District may bar Provider from future District contracts for varying periods up to and including permanent debarment.

Appendix B to this Agreement, attached hereto and incorporated by reference herein includes material conditions of this Agreement concerning the confidentiality of data for purposes of the project covered by this Agreement.

As a condition of receipt of funds under this Agreement, Provider shall submit to MMSD's Chief Information Officer for approval a written Plan for preventing others from viewing and using any MMSD-provided data, and said plan shall describe, at a minimum, Provider's plan for (1) Information Technology (IT) Asset Identification and equipment inventories, (2) Provider's IT and computer security policies and procedures, (3) use of anti-virus and security update software, (4) physical handling and storage of data, (5) transportation of data, (6) backups of data, (7) ensuring the physical security of IT resources, (8) periodic vulnerability scanning, (9) a firewall policy, and (10) ongoing training surrounding data security issues of persons who are authorized representatives of the Provider, who are participating in the services called for under this Agreement and who have a need for access to MMSD-provided data in order to complete the agreed-upon analysis and study of the data. Provider shall implement said Plan with respect to all work that is part of project covered by this Agreement.

8. Ownership of information/non-disclosure.

Except as otherwise provided herein, all information, reports or any derivatives thereof, whether created by District or Provider, that are related to services covered herein remains the property of District and no license or other rights to such information is granted or implied hereby. Provider shall not disclose, publish, or disseminate any information not a matter of public record, that is received by reason of this agreement, nor shall Provider disclose, publish or disseminate any information developed for District under this agreement.

Within ten (10) business days of receipt of District's written or oral request, Contractor will return all document, records, and copies thereof it obtained during the development of the work covered by this agreement.

Notwithstanding the forgoing, Provider may publish the results of any research done pursuant hereto, so long as publication is in compliance with federal and state law (see, eg, Wis. Stats. sec 118.125; 20 USC sec. 1232g(b); 34 CFR sec 99.1 *et seq.*). Provider shall provide to District's Chief Information Officer a courtesy copy of each proposed presentation at local, regional or national conferences and manuscript submission for publication when same contain results of research done pursuant to this agreement.

9. Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Assurance regarding OMB Circular A-133

By signing this Provider agreement, the Provider certifies relative to:

Lobbying:

a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the Provider to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, making of Federal grant, making of Federal loan, entering into any cooperative agreement or extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan or cooperative agreement

b) If any fund other than Federally appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" to the District

c) The Provider shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

The forgoing is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of certification regarding Lobbying is a prerequisite for making or entering into the agreement, imposed by section 1352, title 31, U.S. Code. Failure to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

Debarment, Suspension and Other Responsibility Matters:

Neither Provider nor its principals are presently debarred, suspended, or proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Change in debarred or suspended status of Provider during the life of this agreement shall be reported immediately to the District.

OMB Circular A-133 Assurance:

Provider complies with A-133 and will notify District of completion of required audits and of any adverse findings which impact this Provider agreement

10. Termination

(a) District may terminate the agreement for any reason upon 30 days written notice, given by personal delivery, or certified or registered mail, to Provider at the addresses listed above. In the event of such termination, Provider shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice, and termination, compensation shall be prorated and/or limited to documented costs incurred through the date of termination

(b) If Provider fails to fulfill its obligations under the Agreement in a timely or proper manner, or violates any of its provisions, District shall have the right to terminate by giving ten (10) days written notice before the effective date of termination of the contract, specifying the alleged violation, and the effective date of termination. The Agreement shall not be terminated if, upon receipt of notice, Provider promptly cures the alleged violation. In the event of such termination District shall be liable only for services rendered through the date of termination, and not for uncompleted work or for any materials or services purchased or paid for by Provider for use in completing the Agreement

(c) Provider may, at its option, terminate this Agreement upon the failure of District to pay any amount which may become due hereunder for a period of sixty (60) days following submission of billing and supporting documentation. Upon termination Provider shall be paid the compensation due for all services rendered through the date of termination

11. Independent Contractor

Provider agrees that it is an independent contractor and not an employee, partner or joint venturer or agent of the District for purposes of the services rendered herein, and this agreement does not establish any direct contractual relationship between District and agents/employees of Provider. Provider has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income, and shall not file any complaint, charge, or claim with any local, state or federal agency or court in which Provider claims to be or have been an employee of District during the period of time covered by the Agreement

12. Non-Discrimination

Parties agree not to discriminate on bases prohibited by federal, state, or local laws, ordinances or regulations, including but not limited to applicable Titles of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, as amended. This prohibition includes, but is not limited to employment, promotions, demotions and transfers, recruitment, advertising, lay-off or termination; pay/compensation, and training

13. Conflict of Interest

Provider has, or shall develop written policies establishing standards and procedures to ensure that the design, conduct and reporting of activities herein shall not be biased by a conflicting interest of persons responsible hereunder.

14. Entirety of Agreement/Severability

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. If any term or provision of the Agreement should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein.

15. Applicable Law/Venue

This Agreement shall be governed by the laws of the state of Wisconsin, and any suit, action or proceeding with respect hereto must be brought in the Courts of the State of Wisconsin, county of Dane

16. Notices

Notices to District provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, or hand-delivered, addressed to the signatory on this agreement, or to his designee. Notices to Provider shall be hand-delivered or sent Certified or Registered mail, postage prepaid, to

Diane Barrett
Board of Regents of the
University of Wisconsin System
Research & Sponsored Programs
21 North Park Street, Suite 6401
Madison, WI 53715

13. Authority

By signing below, the person hereby represents that he/she has the authority to sign this Agreement and bind the Provider to adhere to its terms.

UNIVERSITY OF WISCONSIN-MADISON

MADISON METROPOLITAN SCHOOL
DISTRICT BOARD OF EDUCATION

by [Signature] Date: MAY 9 2008
Provider Larry Westby, Admin. Officer
Research & Sponsored Programs

Provider's Fed tax ID 39-6006492

by [Signature] Date: 5/7/08
Steve Hartley, Secretary

per Kurt Kiefer - 15/08djm

District budget account _____

APPENDIX A

Tasks for the Madison Value-Added Project

The focus of this project is to develop a value-added system for the Madison Metropolitan School District and produce value-added reports using assessment data from November 2005 to November 2007. Since the data from the November 2007 assessment will not be available until March 2008, WCER will first develop a value-added system based on two years of state assessment data (November 2005 and November 2006). After the 2007 data becomes available (about March 1 2008), WCER will extend the value-added system so that it incorporates all three years of data. Below, we list the tasks for this project and a project timeline.

Task 1. Specify features of MMSD value-added model

Task 2. Develop value-added model using 2005 and 2006 assessment data

Task 3. Produce value-added reports using 2005 and 2006 assessment data

Task 4. Develop value-added model using 2005, 2006, and 2007 assessment

Task 5. Produce value-added reports using 2005-2007 assessment data

Project Timeline for the Madison Value-Added Project

December 1, 2007	Project launch meeting. Project objectives, tasks, deliverables, and timeline reviewed. Options for specification of value-added model(s) discussed. Procedures for transferring data to WCER established. Data transferred to WCER as soon as possible in December.
February 1, 2008	Data set for estimation of value-added model assembled. Tables of descriptive statistics prepared. Features of value-added model (or models) specified.
March 1, 2008	Data for November 2007 assessment transferred to WCER.
April 1, 2008	Value-added model using 2005 and 2006 assessment data
May 1, 2008	Reports of value-added indicators based on 2005 to 2006 data produced and presented to MMSD for review.
June 1, 2008	Value-added model using 2005 to 2007 assessment data
June 30, 2008	Reports of value-added indicators based on 2005 to 2007 data produced and presented to MMSD for review.

10/11/07

Developing a Value-Added System with the Madison Metropolitan School District

Robert H. Meyer, Director
Yue Hu, Project Lead
Michael Christian, Project Adviser
Value-Added Research Center
Wisconsin Center for Education Research
University of Wisconsin-Madison

Value added has emerged over the past several years as a conceptually appropriate and practical method for evaluating the productivity of districts, schools, and classrooms with respect to growth in student achievement. Value-added analysis isolates the effects of educational inputs not only by statistically “controlling” for students’ prior achievement, but also by controlling for variables outside the control of schools related to *growth* in student achievement. The objective of a value-added statistical analysis is to make it possible to compare differences between schools (and other educational inputs) in achievement growth for similar groups of students so that the pure contribution of the schools to student achievement can be identified. In other words, value-added analysis facilitates so-called “apples and apples” comparisons across schools rather than “apples and oranges” comparisons. In contrast, comparisons across schools (or over time) based on traditional educational indicators such as average attainment or proficiency rates (as required by the No Child Left Behind (NCLB) Act are known to provide misleading information on differences or changes in educational productivity. A second important feature of value-added analysis is that it measures the degree to which achievement growth differs among students with different demographic characteristics, such as income, parental education, and race. These measures can be used to track the success of schools and policies in eliminating gaps in student achievement associated with demographic factors.

Value added can be measured and reported at different levels of the educational system – district, school, grade, and classroom – depending on a district’s needs. District-level value-added indicators make it possible to assess whether district policies and initiatives designed to improve student achievement have actually accomplished that objective. School-level value-added indicators provide similar information to schools. Value added can also be used as an evaluation tool; that is, to address the question of what a school or district can do to raise value-added performance? At the district level, district leaders or school boards may want to know if pilot interventions worked or not before rolling the interventions out district-wide. In this case, the value-added framework can be expanded to function as a diagnostic tool to improve performance or to guide the implementation of interventions. This requires building a system for collecting and storing information on school inputs so that the efficacy of these inputs can be evaluated.

The Wisconsin Center for Education Research (WCER) has worked with the Milwaukee Public Schools to produce school and grade-level value added indicators for the past six years and has similarly worked with other states and districts, including Chicago, Dallas, and Minneapolis. Since WCER and MPS developed their first prototype value-added system almost a

decade ago, the MPS value-added system has become an important component of the MPS accountability system alongside the conventional proficiency achievement measures. (See, for example, the attached value-added report from the MPS District and School Report Card.) WCER and MPS have also expanded the system to make it even more policy-relevant, by using value-added methods to evaluate key MPS policies and programs. For instance, WCER used (or plans to use) value-added data to conduct evaluations of :

- The MPS Literacy Coach Program
- MPS Reading Reform Strategies
- Direct Instruction
- Professional Development

In order to build a value-added system it is necessary to have at least two years of data on student test scores for consecutive grades. As of the 2006-2007 school year, MMSD meets this requirement for grades 3-8 in the subjects of mathematics and reading. It is also necessary to have information on students' demographic characteristics such as gender, race, age, disability status or special education, English proficiency level, and family income (typically measured by student participation in free or reduced-price lunch). Additional family information such as parent education level is also useful.

**AGREEMENT SETTING FORTH CONDITIONS ON THE SHARING OF
MMSD DATA BETWEEN THE MMSD
AND THE WISCONSIN CENTER FOR EDUCATION RESEARCH
FOR PURPOSES OF CONDUCTING "VALUE ADDED MODEL" RESEARCH**

WHEREAS the Madison Metropolitan School District (hereinafter, "MMSD") has expressed interest in engaging the Wisconsin Center for Education Research at the University of Wisconsin-Madison (hereinafter, "WCER"), 1025 W. Johnson St., Room 796, Madison, WI, in a contractual venture under which WCER will serve as an independent-contractor Consultant in connection with the research and development of a "value-added" analysis and reporting system; and

WHEREAS, prior to the execution of any contract that defines the rights and obligations of the MMSD and WCER for purposes of any potential fee-based "value-added" Consulting arrangement, there exists a need for preliminary work on the "value-added" analysis and reporting system; and

WHEREAS the MMSD and the WCER intend to execute a separate, comprehensive agreement that will address detailed data sharing, data analysis and data reporting protocols for purposes of the value-added research and/or other studies to be completed by WCER at the request of the MMSD; and

WHEREAS prior to the execution of comprehensive data-handling protocols, MMSD has shared or will share certain MMSD records with WCER for purposes of conducting MMSD-requested "value-added system" research and development; said shared MMSD records being hereinafter referred to as the "MMSD Data"; and

WHEREAS the MMSD and WCER mutually agree that the MMSD Data remains at all times the property of MMSD, and that no license or other rights to the MMSD Data is implied by the sharing of the data for the limited purpose of conducting the agreed-upon research; and

WHEREAS the MMSD and WCER agree to attempt to minimize the extent to which the MMSD Data will include individually-identifiable records within the meaning of FERPA and/or Wisconsin Statute § 118.125 by, for example, excluding student name, student address, and student telephone number from the shared data set; and

WHEREAS the MMSD and WCER recognize that it is possible that certain records within the MMSD Data, alone or in combination, may be construed as individually-identifiable student records or as records that are otherwise protected from disclosure under state and/or federal law; and

WHEREAS, for the limited purpose of conducting the agreed-upon "value-added system" study/research, the MMSD has deemed WCER and the individuals who are authorized representatives of WCER participating in the research process to be school officials having legitimate educational interest (to wit, conducting MMSD-requested research for the purpose of improving instruction) in the records contained in the MMSD Data; and

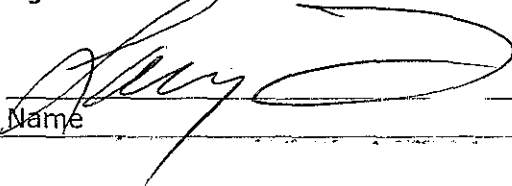
WHEREAS the MMSD and WCER intend to complete all analysis and study of the MMSD Data in compliance with state and federal laws governing the privacy and disclosure of education records and pupil records (including, but not limited to, FERPA and Wisconsin Statute § 118.125);

NOW, THEREFORE, by affixing the signature of an authorized Agent of the WCER to this document, and as a condition of any potential future engagement as an independent-contractor Consultant by the MMSD in connection with research on a "value-added" analysis and reporting system, WCER hereby agrees to the following regarding WCER's receipt, storage, handling, study and reporting of the MMSD Data:

1. WCER's receipt, storage, handling, analysis and reporting of the MMSD Data shall be conducted in a manner that does not permit the personal identification of parents or students by individuals other than (1) MMSD officials; and (2) individuals who are authorized representatives of WCER who are participating in the research process and who have a need for access to the data in order to complete the agreed-upon analysis and study of the data;
2. WCER's receipt, storage, handling, analysis and reporting of the MMSD Data and other records received from the MMSD shall, at all times, protect and maintain the confidentiality of records to the extent required by state or federal laws or regulations or by MMSD School Board policies (copies of said Board policies are attached hereto and incorporated by reference herein);
3. Any and all records within or derived from the MMSD Data shall, at the option of the MMSD, either (1) be returned to MMSD; or (2) destroyed when no longer needed for the purposes for which the study was conducted and when no longer required to be maintained as a public record pursuant to Wisconsin law;
4. WCER shall never re-disclose to any third-party individual, organization or entity any individually-identifiable records from the MMSD Data that are protected from disclosure under FERPA and/or Wisconsin Statute § 118.125;
5. Except as otherwise expressly authorized in writing by the MMSD, WCER shall not (1) re-disclose to any third-party individual, organization or entity any record(s) from within, or derived from, the MMSD Data; or (2) re-use the MMSD Data for any further research, study or other purpose that is not for and directly on behalf of the MMSD; and
6. WCER agrees to cooperate in producing any records relating to the agreed-upon "value-added system" research which may be subject to a request for access and/or subject to disclosure under the Wisconsin Public Records Law.

For the Wisconsin Center for Education Research:

By signing below, the person hereby represents that he/she has the authority to sign this Agreement and to bind the Wisconsin Center for Education Research to its terms:


Name

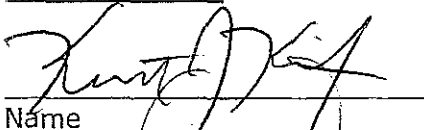
Larry Westby, Admin. Officer
Research & Sponsored Programs

APR 12 2008

Date

Board of Regents of the
University of Wisconsin System

For the MMSD:


Name

Chief Information Officer
Title

4-17-08
Date



Board Secretary

4/18/08

From: Dan Mallin
To: Chris Thorn; Kurt Kiefer; Rob Meyer; SANDRA L TREPTOW
Date: 5/22/2008 12:06 PM
Subject: WCER Value-Added Software Issue...

Dr. Meyer:

This message is to confirm an agreement between the Madison Metropolitan School District and the WCER that, to the extent that WCER provides MMSD with a copy of the WCER's proprietary Valued-Added Software for use by MMSD, MMSD agrees that it shall not provide a copy of, or otherwise distribute the software, to anyone outside of the MMSD.

MMSD does not interpret the written Agreement between the MMSD and the University/WCER that covers the value added analysis and reporting project to include the transfer of any proprietary rights in said software. MMSD understands its status with respect to the software in question is that MMSD is a licensee who is entitled by the permission of the University / WCER to use, but not distribute, the software.

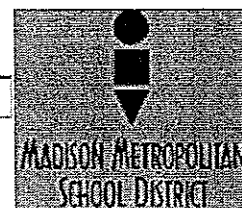
I will ask Kurt Kiefer to keep a copy of this email with his copy of the Agreement, and I will do the same with the copy in my office's records

Sincerely,

Daniel J. Mallin
Legal Counsel
Madison Metropolitan School District
608 663.1868 (tel)
608 204.0348 (fax)

The information contained in this transmission is intended only for the personal and confidential use of the recipient(s) designated above. This transmission may be an attorney-client communication and, as such, is a privileged and confidential communication. If any recipient of this transmission is not a designated recipient, or an agent of a designated recipient, such recipient is hereby notified that this transmission has been received in error, and that any review, dissemination, distribution or copying of this transmission is strictly prohibited. If you have received this transmission in error, please immediately call (608) 663-1868 and delete this transmission from your system.

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POLICY

STUDENT RECORDS **4150**
Pupils

Confidentiality

All student records maintained by the Madison Metropolitan School District shall be confidential and are designed to ensure compliance with federal and state legislation. Such student records shall be open for inspection only in accordance with Board Policy.

PROCEDURE

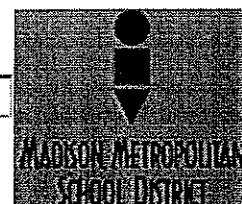
STUDENT RECORDS **4150**
Pupils

Confidentiality

1. Except as required by law, an employee of the School District shall not give testimony in any civil proceedings as to any conversation between that employee and a student which relates to the personal affairs of or if disclosed, would tend to damage or incriminate the student or the student's family unless such testimony is provided to ensure the welfare of the student.
2. Employees of the School District shall at all times protect the confidentiality of the student records under their care or control.

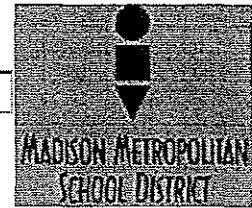
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POLICY

STUDENT RECORDS 4151 Pupils

Definitions

In order to be consistent with federal and state definitions relating to student records, the Madison Metropolitan School District adopts the following terms for use in Student Record Policies and Procedures.

PROCEDURE

STUDENT RECORDS 4151 Pupils

Definitions

1. Behavioral Records - means those pupil records which include psychological tests, personality evaluations, records of conversations, any written statement relating specifically to an individual pupil's behavior, tests relating specifically to achievement or measurement of ability, the pupil's physical health records other than his or her immunization records, or any lead screening records required under s. 254.162, law enforcement officers' records obtained under s. 48.396(1) or s. 938.396(1) or (1m) and any other pupil records which are not progress records.
2. Custodian of the Records - means the individual responsible for safeguarding, proper maintenance, and insuring legal access to student records.
3. Directory Data/Information - means those student records which include the student's name, present address, telephone listing (unless the number is unlisted), date and place of birth, major field of study (e.g. 3rd grade elementary education at Leopold School), dates of attendance, participation in officially recognized activities and sports, weights and heights of members of athletic teams, student's photograph, the most recent previous educational agency or institution attended by the student, and degrees and awards received.
4. 118.125(1)(b)
5. Education Records - FERPA 99.3 - means any information or data recorded in any medium,

including but not limited to handwriting, print, tapes, computer media film, microfilm, and microfiche which:

- a. Are directly related to the student ;and
- b. Are maintained by the Madison Metropolitan School District, or by a party acting for the District.
- c. Education Records do not include:
 - 1. Records which are in the sole possession of the maker and are not accessible or revealed to any other individual except a substitute;
 - 2. An employment record which is used only in relation to a student's employment by the District; (This does not include activities for which a student receives a grade or credit in a course.)
 - 3. Alumni records which relate to the student after that student withdraws from the Madison Metropolitan School District and the records do not relate to the person as a student.

s. 118.125(1)(a)

- 6. Eligible Student - means a student who has reached eighteen years of age or is attending an institution of post-secondary education.

FERPA Sec. 99.3

- 7. Legitimate Educational Interests - are defined as a school official's need to know in order to:
 - a. Perform an administrative or clerical task required in the school employee's position;
 - b. Perform a supervisory or instructional task directly related to the student's education;
 - c. Perform a service or benefit for the student or the student's family, such as health care, counseling, student job placement, transportation, and other support services.

Wis. Stats., s. 118.125(2)(d)

- 8. Parent - means either natural parent of a student unless his or her rights under the FERPA have been removed by a court order, a guardian, or an individual acting as a parent in the absence of the student's parent or guardian.

FERPA Sec. 99.3

- 9. Patient Health Care Records & **#8212**; means all records related to the health of a patient prepared by or under the supervision of a health care provider.
- 10. Personally Identifiable - means that the data or information includes (a) the name of the student, the student's parent, or other family members, (b) the address of the student or the student's family, (c) a personal identifier, such as the student's social security number or student number, and (d) a list of personal characteristics or other information which would make the student's identity easily traceable.

FERPA Section 99.3

- 11. Progress Records - means those pupil records which include the pupil's grades, a statement of courses the pupil has taken, the pupil's attendance record, the pupil's immunization records, any lead screening records required under s. 254.162 and records of the pupil's

school extracurricular activities.

s. 118.125(1)(c)

12. Pupil Physical Health Records - means those pupil records that include basic health information about a pupil, including the pupil's immunization records, an emergency medical card, a log of first aid and medicine administered to the pupil, an athletic permit card, a record concerning the pupil's ability to participate in an education program, any lead screening records required under s. 254.62, the results of any routine screening test, such as for hearing, vision or scoliosis, and any follow-up to such test, and any other basic health information, as determined by the state superintendent.

s. 118.125(1)cm

13. Pupil Records - means all records relating to individual pupils maintained by a school but does not include notes or records maintained for personal use by a teacher or other person who is required by the state superintendent under
14. 115.28(7) to hold a certificate, license or permit if such records and notes are not available to others, nor does it include records necessary for, and available only to persons involved in, the psychological treatment of a pupil. Any pupil record that relates to a pupil's physical health and that is not a pupil physical health record shall be treated as a patient health care record.

s. 118.125(1)d
8/26/02

15. School Officials -

- a. Means employees of the Madison Metropolitan School District who require access to personally identifiable student information and other pupil/educational records for legitimate educational interests; or
- b. Means persons/entities that (1) are contracted by the District to provide educational services, and (2) require access to personally identifiable student information and other pupil/educational records for legitimate educational interests.

16. Student - means any individual who attends or has attended a program of instruction sponsored by the BOARD of the Madison Metropolitan School District.

FERPA Sec. 99.3

17. Registrar's Office or Registrar - means the person responsible for all student records and the office in which the records are stored. The REGISTRAR is the District's custodian of the records.

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Web Publisher: Chris Burch, cburch@madison.k12.wi.us

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POLICY

STUDENT RECORDS **4156**
Pupils

Directory Data/Information

In order to assist schools in planning for school activities, the Madison Metropolitan School District has designated certain student information as directory data/information.

PROCEDURE

STUDENT RECORDS **4156**
Pupils

A. Directory Data/Information

1. The following personally identifiable data/information contained in a student's educational records shall be considered as directory information:
 - a. Student's name;
 - b. Present address;
 - c. Telephone listing (unless the number is unlisted);
 - d. Date and place of birth;
 - e. Major field of study (e.g. 3rd grade elementary education at Leopold School);
 - f. Dates of attendance;
 - g. Participation in officially recognized activities and sports;
 - h. Weights and heights of members of athletic teams;
 - i. Student's photograph;
 - j. The most recent previous educational agency or institution attended by the student;
 - k. Degrees and awards received.
2. Parents and eligible students will be notified annually of the District's Policies and

Procedures relating to directory data/information as outlined in Policy **4152**.

3. Parents and eligible students may request that no directory data/information may be released by completing a Student Directory Information Withhold form available in the student's school office.
 - a. This form must be submitted to the student's school office within fourteen (14) days of the annual notification of rights.
 - b. Such directory data/information relating to the student will not be released without prior written consent of the parent or eligible student
 - c. The authorization to withhold directory data/information will remain in effect until the beginning of the next school year, or until the parent or eligible student completes the Request to Publish Directory Information form and submits it to the student's school office.
 - d. A copy of the Request to Withhold/Publish Directory Information Form will be forwarded to the REGISTRAR'S OFFICE, and if the child is in a Special Education program, a copy will be forwarded to the DIRECTOR OF EDUCATIONAL STUDENT SERVICES. A copy should also be filed in the child's educational record.
4. Directory data/information relating to students no longer in attendance in the District will not be released if a parent of a student or an adult student has indicated that such information shall not be released in the year preceding the year in which the student has left the District.

This provision does not apply to the transfer of students to other schools.

5. Unless an authorization to withhold directory data/information has been signed by the parent or eligible student, directory data/information may be released by the MMSD only when it relates to educational activities, school-related functions or has a legitimate educational purpose.

B. Certain Directory Information for Military/Higher Education Representatives

1. If no Military Recruiter/Higher Education Information Withhold Form is filed by the parent or eligible student, the District will disclose to a military recruiter or institution of higher education, upon their request, each secondary school student's name, address and telephone listing.

No Child Left Behind Act of \2001
8/26/02

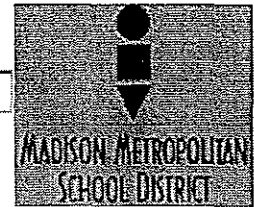
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POLICY

STUDENT RECORDS **4157**
Pupils

Disclosure

The Madison Metropolitan School District will not disclose student records, including personally identifiable student information from the educational records of the student without the prior written consent of the parent or eligible student, except as otherwise permitted by state and federal legislation.

FERPA 34 CFR 99.30, 99.31, 99.32, 99.33, 99.34, 99.35, 99.36, 99.37, 99.38, 99.39 s. 118.125(2)

PROCEDURE

STUDENT RECORDS **4157**
Pupils

Disclosure

1. When parental consent is provided, the District will presume that the parent giving consent is authorized to do so, unless the District has been provided evidence that a legally binding instrument, state law, or court order provides to the contrary.

The parental consent must include:

- a. The legal name and birth date of the student;
 - b. A description of the specific type of record(s) to be released;
 - c. The name and address of the person(s) or organization to whom the disclosure is to be made;
 - d. The date of the consent and its expiration criteria;
 - e. the signature of the parent or eligible student.
2. The parent or eligible student may obtain a copy of any records disclosed under this

provision. Such copies are subject to the copy fee under Policy **4154**.

3. When the Madison Metropolitan School District releases information other than directory information contained in the student's educational record to any third parties, the following statement shall be included:

ALL THESE RECORDS ARE CONFIDENTIAL AND MAY NOT BE RELEASED TO ANY OTHER PERSON OR AGENCY WITHOUT THE WRITTEN CONSENT OF THE PARENT OR ELIGIBLE STUDENT.

4. Student records will be transferred to another school or school district without consent of the parent or eligible student upon receipt of written notification from the other school district that the student has enrolled in that school district. All student records sent to other school districts (with the exception of those records of a student in the high schools) will be processed in the OFFICE OF THE REGISTRAR.
5. The Madison Metropolitan School District's Custodian of the Records may release personally identifiable student record information without the consent of the student's parents or the eligible students in the following cases:

- a. "... To persons employed in the school which the pupil attends who are required by the department under s. 115.28(7) to hold a certificate, license, or permit" and have legitimate educational interests as defined under Policy **4151**;

118.125(2)(d)

- b. To certain federal and state officials who need information in order to audit or enforce legal conditions related to federally-supported education programs;

118.125(2)(g)2

- c. To certain public officials seeking information required by state law;

118.125(2)(g)

- d. To organizations conducting studies for the District, provided such studies will not permit the personal identification of students and their parents, and that such personally identifiable information will be destroyed when no longer needed for the study;

34 CFR 99.31(a)(6)(i)

- e. To accrediting organizations to carry out their accrediting functions;

34 CFR 99.31(a)(7)

- f. To parents of eligible dependent students as determined by the Internal Revenue Code of 1954;

1. Parents shall submit a written and signed statement to be filed in the student's record, cosigned by the student, indicating that the student is classified as a dependent student by the Internal Revenue Code of 1954. (The student is claimed as a dependent on income tax returns.)

34 CFR 99.31(a)(8)

g. To comply with a judicial order in the following cases:

1. The judge of a court of this state or of the United States shall, upon request, be provided by the School District Clerk with a copy of all progress records of a pupil who is subject of any proceedings in such court.

118.125(2)(c)

2. Names of dropouts shall be provided in response to an order.

s. 118.125(2)(c)2

3. Education records shall be provided to a court in response to a subpoena by parties to an action for in-camera inspection to be used only for the purposes of impeachment of any witness who has testified in the action.

118.125(2)(f)

4. All subpoenas of education records shall be presented to the District's Legal Counsel for review prior to compliance with such order or subpoena.

5. The Custodian of the Records shall make a reasonable effort to notify the parents or eligible student prior to compliance with such order or subpoena.

34 CFR 99.31(a)(9)(ii)

h. Directory information under conditions specified in Policy **4156**.

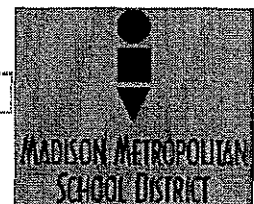
- i. If there is an emergency situation in which knowledge of student record information is necessary to protect the health or safety of a student or other persons.

34 CFR 99.31(a)(10)
8/26/02

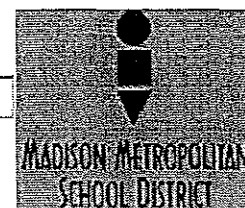
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POLICY

STUDENT RECORDS **4158**
Pupils

Records of Disclosures

The Madison Metropolitan School District shall maintain with each student's file a record of all persons or agencies who have requested or obtained access to a student's record, except access granted to parents, eligible students, employees in the school which the pupil attends who are required by the department under s. 115.28(7) to hold a certificate, license or permit, having legitimate educational interests, persons seeking disclosure of information accompanied by the prior written consent of a parent or eligible student, or for disclosures of any directory information designated for that student.

FERPA 99.32(a)(5)

PROCEDURE

STUDENT RECORDS **4158**
Pupils

Records of Disclosures

1. A record of each access to the student's educational file will contain:
 - a. The name of each person obtaining access and the agency they represent;
 - b. The legitimate interest the person had in obtaining the information;
 - c. The date the person made the request, and the date the person was granted access.
2. The record of access will be maintained as long as the student's educational record is maintained.

FERPA 99.32
8/26/02

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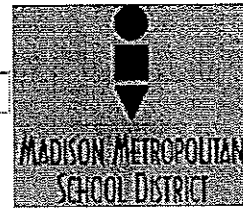
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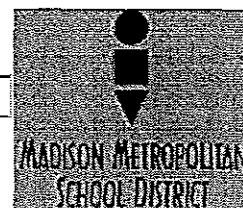
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POLICY

STUDENT RECORDS 4160 Pupils

Retention

Student records shall be maintained in accordance with the time periods and procedure set forth below.

s. 118.125(3)(4)
6/2/03

PROCEDURE

STUDENT RECORDS 4160 Pupils

Retention

1. Upon withdrawal of a student from the Madison Metropolitan School District, the retention of the student's educational record will be managed as follows:
 - a. Elementary and Middle Schools:
 1. The student's record (Educational and Behavioral) will be retained at the SCHOOL for ONE CALENDAR YEAR from the student's last date of attendance.
 - a. Upon receipt of written notice from the pupil, if he or she is an adult, or his or her parent or guardian, if the pupil is a minor, that the pupil intends to enroll in another school or school district or written notice from the other school or school district that the pupil has enrolled, the school district shall transfer to the other school or school district all pupil records relating to a specific pupil within five (5) working days. Upon transfer of the pupil records, a note shall be made on the student management system as to which school and the date the records have been sent.
 - b. Unless Educational Records are transferred as set forth above:

- i. The School District will destroy the BEHAVIORAL RECORDS after one (1) year from the pupil's last date of attendance unless the pupil, if he or she is an adult, or his/her parent/guardian, if the pupil is a minor, requests the BEHAVIORAL RECORDS be maintained for a specific period of time. The School District will maintain the BEHAVIORAL RECORDS for at least one (1) year from the pupil's last date of attendance even if the pupil or his/her parent or guardian requests that the BEHAVIORAL RECORDS be maintained for a period of time shorter than one (1) year.
 - ii. The School District will maintain all the Educational Records for seven (7) years from the pupil's last date of attendance unless the pupil, if he or she is an adult, or his/her parent or guardian, if the pupil is a minor, requests that such Records be maintained for a longer period of time.
- c. After maintaining all educational records at the school for one (1) calendar year from the pupil's last date of attendance, the following records shall be forwarded to the Central Office Department designated to maintain pupil records, hereinafter "Student Records Office."
 - i. Educational Records
 - ii. The BEHAVIORAL RECORDS that have been requested to be maintained for a specified period of time exceeding one (1) year from the pupil's last date of attendance at the school.
- d. If no request has been made to maintain the Educational Records for more than seven (7) years, the Educational Records shall be maintained in the Student Records Office for the remaining six (6) years unless a WRITTEN NOTICE is received prior to conclusion of the six (6) year period, from the pupil, if he or she is an adult, or his or her parent or guardian, if the pupil is a minor, that the pupil intends to enroll in another school or school district or receives written notice from the other school or school district that the pupil has enrolled. If such a notice is received, the school district shall transfer to the other school or school district all pupil records relating to a specific pupil within five (5) working days. Upon transfer of the pupil records, a note shall be made on the student management system as to which school and date the records have been sent.
- e. The Educational Records that the pupil or his/her parent or guardian specified be maintained for more than seven (7) years shall be maintained for the time period specified by the pupil, if he or she is an adult, or his or her parent or guardian, if the pupil is a minor. If the school district receives a WRITTEN NOTICE from a pupil, if he or she is an adult, or his parent or guardian if the pupil is a minor, that the pupil intends to enroll in another school or school district or receives written notice from another school or school district that the pupil has enrolled, the school district shall send COPIES of the Educational Records that the pupil, or his/her parent/guardian, specified be maintained for a specific period of time to the other school or school district and keep the original Educational Records for the period requested by the pupil or his/her parent/guardian.
- f. The BEHAVIORAL RECORDS that the pupil or his/her parent or guardian specified be maintained shall be maintained for the time period specified by the pupil or his/her parent/guardian. If the school district receives a WRITTEN NOTICE from a pupil, if he or she is an adult, or his parent or guardian if the pupil is a minor, that the pupil intends to enroll in another school or school district or receives written notice from another school or

school district that the pupil has enrolled, the school district shall send COPIES of the BEHAVIORAL RECORDS that the pupil, or his/her parent/guardian, specified be maintained for a specific period of time to the other school or school district and keep the original BEHAVIORAL RECORDS for the period requested by the pupil or his/her parent/guardian.

b. High Schools:

1. The student's Record (Educational and Behavioral) will be retained at the high school.

- a. Upon receipt of written notice from the pupil, if he or she is an adult, or his or her parent or guardian, if the pupil is a minor, that the pupil intends to enroll in another school or school district or written notice from the other school or school district that the pupil has enrolled, the school district shall transfer to the other school or school district all pupil records relating to a specific pupil within five (5) working days. Upon transfer of the pupil records, a note shall be made on the student management system as to which school and the date the records have been sent.

- b. Unless educational records are transferred as set forth above:

- i. The School District will destroy the BEHAVIORAL RECORDS after one (1) year from the pupil's last date of attendance unless the pupil, if he or she is an adult, or his/her parent or guardian if the pupil is a minor, requests the BEHAVIORAL RECORDS be maintained for a specific period of time. The School District will maintain the BEHAVIORAL RECORDS for at least one (1) year from the pupil's last date of attendance even if the pupil or his/her parent or guardian requests that the BEHAVIORAL RECORDS be maintained for a period of time shorter than one (1) year.
 - ii. The School District will maintain the Educational Records for seven (7) years from the pupil's last date of attendance unless the pupil, if he or she is an adult, or his/her parent or guardian if the pupil is a minor, requests the PROGRESS RECORDS be maintained for a longer period of time.
- c. If no request has been made to maintain the Educational Records for more than seven (7) years, the Educational Records shall be maintained for seven (7) years unless a WRITTEN NOTICE is received prior to conclusion of the seven (7) year period, from the pupil, if he or she is an adult, or his or her parent or guardian, if the pupil is a minor, that the pupil intends to enroll in another school or school district or receives written notice from the other school or school district that the pupil has enrolled. If such a notice is received, the school district shall transfer to the other school or school district all pupil records relating to a specific pupil within five (5) working days. Upon transfer of the pupil records, a note shall be made on the student management system as to which school and date the records have been sent.
 - d. The Educational Records that the pupil or his/her parent or guardian specified be maintained for more than seven (7) years shall be maintained for the time period specified by the pupil or his/her parent/guardian. If the school district receives a WRITTEN NOTICE from a pupil, if he or she is an adult, or his parent or guardian if the pupil is a minor, that the pupil intends to enroll in another school or school district or receives written notice from another school or school district that the pupil has enrolled, the school district shall send COPIES of the Educational Records that the pupil or his/her parent/guardian specified be maintained for a specific period of

time to the other school or school district and keep the original Educational Records for the period requested by the pupil or his/her parent/guardian.

- e. The BEHAVIORAL RECORDS that the pupil or his/her parent or guardian specified be maintained for more than one (1) year shall be maintained for the time period specified by the pupil or his/her parent/guardian. If the school district receives a WRITTEN NOTICE from a pupil, if he or she is an adult, or his parent or guardian if the pupil is a minor, that the pupil intends to enroll in another school or school district or receives written notice from another school or school district that the pupil has enrolled, the school district shall send COPIES of the BEHAVIORAL RECORDS that the pupil or his/her parent/guardian specified be maintained for a specific period of time to the other school or school district and keep the original BEHAVIORAL RECORDS for the period requested by the pupil or his/her parent/guardian.
- f. High School transcripts will be maintained indefinitely.
- g. All student records will be destroyed by shredding.

6/2/03

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