ATTACHMENT A: AMPLIFY ASSURANCES AND RELEASE OF INFORMATION

Note: Please keep on file at school or district through 12/31/24. Do not return to the Colorado Department of Education (CDE).

2022-2023 Early Literacy Assessment Tool Project Assurances

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

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

1. The applicant will provide CDE with access to all data collected with the software. These data will be shared with Amplify and CDE. Transfers of student data are protected under CDE's current contract with Amplify and Istation, available here: http://www.cde.state.co.us/dataprivacyandsecurity/agreements
2. Involved school(s) will not discriminate against anyone on the basis of race, gender, national origin, color, disability, sexual orientation, age, or any other protected class in Colorado.

Implementation commitments at the school level include the following:
1. Obtain and utilize supported devices to assess kindergarten, first, second, and third graders on Acadience Reading (formerly named DIBELS Next).
   Note: the hardware purchase is the district's responsibility.
2. Collect and securely submit staff and student roster data to Amplify to include student demographics.
3. Assess all kindergarten, first, second, and third grade students using Acadience Reading at the three designated benchmarking periods.
4. Progress monitoring of students. Students scoring Well Below Benchmark will be progress monitored every 7-10 instructional days and, students scoring Below Benchmark will be progress monitored every 10-12 instructional days.
5. Attendance by teachers or designated local trainers per school at all face-to-face trainings and any webinar trainings.
6. Assurance that local trainers will have training time with teachers at their school to implement what they have been trained on in their sessions.
7. Attendance by principals at any instructional leader face-to-face full day trainings and/or webinar trainings as scheduled throughout the year.
8. Sharing of all data from the district to CDE collected using the tool. Data collected are not used beyond the scope of the Early Literacy Assessment Tool Project. All data are shared solely between CDE and Amplify for the purpose of monitoring fidelity of implementation and achievement/growth results of the participating LEPs.

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

_____
Name of School Board/BOCES/Charter School Board
President or Director

_____
Signature of School Board/BOCES/Charter School Board
President or Director

_____
Date

_____
Name of District Superintendent/CSI Director

_____
Signature of District Superintendent/CSI Director

_____
Date

Amplify

AUTHORIZATION FOR RELEASE OF PERSONALLY IDENTIFIABLE INFORMATION
to the Colorado Department of Education

Note: Please keep on file at school or district through 12/31/24. Do not return to the Colorado Department of Education (CDE).

Local Education Provider (i.e., district) ("LEP"):

Products/Applications ("Solution(s)"):   mCLASS®: Acadience Reading® (formerly named DIBELS Next) and DIBELS Deep, ®: IDEL

School Year ("Year"):   2022-2023   *State Program(s) ("Program(s)"):*   Early Literacy Assessment Tool

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

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

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

Amplify's agreements with CDE that include privacy and security requirements applicable to this contract are available at www.cde.state.co.us/dataprivacyandsecurity/agreements.

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

Authorization:
LEP hereby requests and authorizes Amplify to provide CDE access to current and historical LEP Information as described above. These data will be transmitted securely and in full accordance with the terms of the June 26, 2018 agreement between CDE and Amplify. LEP acknowledges and agrees that this Authorization covers all participating LEP schools and programs, and that no additional approvals or releases are required from those schools. In addition, LEP understands and acknowledges that Amplify will not have control over LEP Information following its disclosure to CDE. Amplify does not own CDE's or the LEP's data at any time. This Authorization is effective with respect to LEP Information during the year, or as otherwise extended or terminated by LEP.

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

Authorized LEP Signatory

Name: **Title:**

Signature: **Date:**