

NotUsed

From: Huizar, Karen
Sent: Thursday, April 14, 2011 6:56 PM
To: [REDACTED]
Subject: RE: Stan Heffner

Hello! Sorry I didn't get a chance to call you this afternoon. I will call you in the morning, for sure.

Regards,

Karen Huizar
Administrative Supervisor & Assistant to the Vice President
ETS K-12 Assessment Programs
10999 Interstate Highway 10 West, Suite 400
San Antonio, Texas 78230
(210) [REDACTED] phone
(210) 558-5636 fax

From: [REDACTED] [mailto:[REDACTED]@ode.state.oh.us]
Sent: Thursday, April 14, 2011 12:09 PM
To: Huizar, Karen
Subject: Stan Heffner

Hi Karen,

Could you please call me when you have a chance? 614-[REDACTED] I am Stan's assistant and I have a few questions about his transition to ETS.

Thanks!

[REDACTED]

[REDACTED]
Assistant to Stan Heffner
Ohio Department of Education
614-[REDACTED]

NotUsed

From: Huizar, Karen
Sent: Thursday, April 28, 2011 12:45 PM
To: [REDACTED]
Subject: RE: Stan Heffner

Hi [REDACTED],

Just checking in on Stan. Is he still planning on coming to San Antonio in a few weeks? Has he been getting the relocation information he needs for our Human Resources group? Can I help with anything?



*Karen Huizar
Administrative Supervisor & Assistant to the Vice President
ETS K-12 Assessment Programs
10999 Interstate Highway 10 West, Suite 400
San Antonio, Texas 78230
(210) [REDACTED] phone
(210) 558-5636 fax*

From: [REDACTED] [mailto:[REDACTED]@ode.state.oh.us]
Sent: Thursday, April 14, 2011 12:09 PM
To: Huizar, Karen
Subject: Stan Heffner

Hi Karen,

Could you please call me when you have a chance? 614-[REDACTED] I am Stan's assistant and I have a few questions about his transition to ETS.

Thanks!

[REDACTED]

[REDACTED]
*Assistant to Stan Heffner
Ohio Department of Education
614-[REDACTED]*

NotUsed

From: [REDACTED] [REDACTED@ode.state.oh.us]
Sent: Monday, June 13, 2011 12:19 PM
To: Huizar, Karen
Subject: Form for Stan Heffner
Attachments: DOC015.PDF

Karen,

Stan Heffner asked that I send this back to you. Please let me know if you have any questions.

Thanks!

[REDACTED]
**Office of the Superintendent
Ohio Department of Education
25 South Front Street
Columbus, Ohio 43215
Office: 614-[REDACTED]
Fax: 614-728-4781**

PLEASE NOTE: This message and any response to it may constitute a public record, and therefore may be available upon request in accordance with Ohio public records law. (ORC 149.43)

Note for: Karen Huizar

Re: NDA for Stan Heffner

Date: June 6, 2011

Please find attached the nondisclosure agreement (NDA) that you requested.

Please review the NDA. If it is acceptable, please send to your contact for signature and have it signed (ETS Director or above).

Once the NDA has been fully executed, please fax the NDA to 609-734-1700 (or scan and send as an email attachment) to my attention.

If you have any questions, please let me know.



Lynda Tessein
General Counsel's Office
Educational Testing Service
Rosedale Road MS 23-C
Princeton, NJ 08541
609-██████ (Voice)
609-734-1700 (Fax)

Email: ltessein@ets.org



PROPRIETARY INFORMATION NONDISCLOSURE AGREEMENT

Send signed original to: ETS Office of General Counsel, 42-L

This Non-Disclosure Agreement (the "Agreement") is made between Educational Testing Service, located at Rosedale Rd., Princeton, NJ 08541 ("ETS") and the individual identified below (the "Individual") as of the date written below.

ETS and the Individual have commenced or intend to commence discussions and dealings relating to the preparation for the individual's employment beginning August 1, 2011 for ETS in the K-12 Division (the "Business Purpose"). In order to pursue the Business Purpose, ETS and the Individual recognize that there is a need for ETS to disclose to the Individual certain confidential information to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the disclosure of such information by ETS, the Individual agrees as follows:

1. This Agreement will apply to any confidential and proprietary information disclosed by ETS including, without limitation, any information concerning the function, processes, design, specifications, tools or other characteristics of ETS's products or services, product development plans, technology, software, source code, object code, web design, patent applications, intellectual property, any marketing or customer information, customer lists, financial information, trade secrets, business plans, any student, examinee or candidate testing or demographic data, and the following specific ETS information: Reports and research materials, and whether such information is in written, oral or visual form (collectively, "Confidential Information").

2. The Individual agrees (i) to hold ETS's Confidential Information in confidence, (ii) not to disclose such Confidential Information to any third parties (other than a third party to whom ETS has consented to in writing in advance of any such disclosure and who has executed a written confidentiality agreement limiting the use and disclosure of ETS Confidential Information to the same extent provided in this Agreement), and (iii) not to use any Confidential Information for any purpose except for the Business Purpose. In the event that the Individual is requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information, the Individual shall provide ETS with prompt written notice of any such request or requirement so that ETS may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver from ETS, the Individual is nonetheless, in the written opinion of the Individual's legal counsel, legally compelled to disclose Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or penalty, the Individual may, without liability hereunder, disclose to such tribunal only the portion of the Confidential Information which such counsel advises the Individual is legally required to be disclosed, provided that the Individual exercises its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with ETS to obtain appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such tribunal.

3. Confidential Information will not include information which: (i) is now, or hereafter becomes, through no act or failure to act on the part of the Individual, generally known or available to the

public; (ii) was lawfully known by the Individual prior to the effective date of this Agreement or; (iii) was acquired by the Individual from a third party which has no obligation of confidentiality to ETS.

4. If the Individual decides not to proceed with the Business Purpose, it will promptly inform ETS of that decision. Upon ETS's request, the Individual will promptly return to ETS all tangible items received from ETS containing or consisting of Confidential Information and all copies thereof, and will destroy any abstracts or summations of such information made by the Individual, and will certify in writing its compliance with this Section 4.

5. The Individual recognizes and agrees that nothing contained in this Agreement will be construed as (i) granting any rights to the Individual, by license or otherwise, to any Confidential Information except as specified in this Agreement or (ii) constitute an offer with respect to any potential business relationship with ETS.

6. This Agreement will be construed, interpreted, and applied in accordance with the laws of the State of New Jersey (excluding its body of law controlling conflicts of law). This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement.

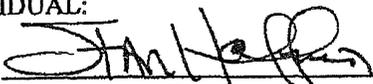
7. In addition to any and all remedies of ETS hereunder or under applicable law, all of which shall be cumulative and exercisable concurrently, ETS shall be entitled to seek an injunction from a court of competent jurisdiction for the purpose of stopping or preventing any existing or anticipated breach of the terms of this Agreement, which rights shall not preclude the additional right of ETS recovering damages for any breach.

8. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. This Agreement may be executed in counterparts, each of which when so executed shall be an original and all of which, when taken together, shall constitute one and the entire Agreement.

9. If any clause or other provision of this Agreement is or becomes illegal, invalid or unenforceable, the intention of the parties is that all of the remaining portions of the Agreement shall not be affected thereby and that all the portions of the Agreement not so affected shall remain separately valid and in full force and effect.

IN WITNESS WHEREOF, the Individual has executed this Agreement by signing below.

INDIVIDUAL:

By: 
(Signature)

Name: Stan Heffner

Date: JUN 13 2011

Address 1: _____

Address 2: _____

Telephone: _____

Facsimile: _____

NotUsed

From: [REDACTED] [REDACTED]@ode.state.oh.us]
Sent: Tuesday, July 05, 2011 9:08 AM
To: Huizar, Karen
Subject: FW: CCSSO Expedia Corporate Account-Reactivated-ICCS
Attachments: image003.jpg; image004.png; image8c69ee.GIF

Information for Minnesota, not sure, if you are already working with CCSSO but wanted to pass along the information. I think they sent this to me by mistake thinking that I was the one booking his travel for this event.

[REDACTED]
Office of the Superintendent
Ohio Department of Education
25 South Front Street
Columbus, Ohio 43215
Office: 614-[REDACTED]
Fax: 614-728-4781

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Kimberly Griffin, CTE
 Travel Coordinator
 Meeting Services
 Council of Chief State School Officers
 Office: 202-312-6422

From: Heffner, Stan
Sent: Friday, July 01, 2011 6:53 PM
To: [REDACTED]
Subject: Fw: CCSSO Expedia Corporate Account-Reactivated-ICCS

From: Kimberly Griffin, CTE [mailto:kimberlyg@ccsso.org]
Sent: Friday, July 01, 2011 06:39 PM
To: Heffner, Stan; Delisle, Deborah; Deborah Delisle (Phyllis.patterson@ode.state.oh.us)
 <Phyllis.patterson@ode.state.oh.us>; Deborah Delisle ([REDACTED])
 <[REDACTED]>
Cc: Michele Parks <michelep@ccsso.org>
Subject: CCSSO Expedia Corporate Account-Reactivated-ICCS

Your profile account is currently available to place a travel reservation on hold and send to CCSSO for payment. If applicable please register for the meeting you will be attending (**Prior**) to reserving and sending your airline/train choices for approval/payment.

Option 1: Selecting Travel by Phone

NotUsed

From: [REDACTED] [REDACTED]@ode.state.oh.us]
Sent: Monday, July 11, 2011 7:41 AM
To: Huizar, Karen
Subject: RE: Minneapolis trip for Stan Heffner
Attachments: image001.gif

Thanks for the update, hope you had a nice vacation. I am happy to answer any questions regarding Stan's new AA. He is great to work with and has a great sense of humor.

Thanks!

[REDACTED]
Office of the Superintendent
Ohio Department of Education
25 South Front Street
Columbus, Ohio 43215
Office: 614-[REDACTED]
Fax: 614-728-4781

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From: Huizar, Karen [mailto:KHuizar@ETS.ORG]
Sent: Sunday, July 10, 2011 10:40 PM
To: [REDACTED]
Subject: RE: Minneapolis trip for Stan Heffner

Hi – thanks for the info, it will be very helpful. I was going to look at flights this week now that I'm back from vacation. I'll be booking it through our company travel agency though, rather than through CCSSO's travel agency, which is only for the state chiefs. Yes, the Hilton is booked and I submitted his registration. I'll send all the details to you along with the flight info. I'm getting ready to start interviews for the hiring of Stan's administrative assistant, so I might call you to see if you have any insight for me on the type of person or qualities I might consider during the interview process (never a fun thing...ugh!).

Thanks and I'll be in touch soon with the travel details.

From: [REDACTED] [mailto:[REDACTED]@ode.state.oh.us]
Sent: Friday, July 08, 2011 11:23 AM
To: Huizar, Karen
Subject: Minneapolis trip for Stan Heffner

Wanted to make sure you had this information. I know you mentioned that you had confirmed his reservation with CCSSO. If you can send me copies of his confirmation/reservation numbers I will make sure he has a folder with trip information before he departs Ohio.