



Data Sharing Agreement Between the Arizona Department of Education and Arizona State University

This Agreement for the Provision of Data (Agreement) is made between the Arizona Department of Education (Department or ADE) and Arizona State University (ASU). ADE is a state educational agency, authorized to collect and maintain student educational records and to receive information from local educational agencies consistent with applicable state and federal laws and subject to the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and 34 CFR Part 99 (FERPA). ASU's Mary Lou Fulton Teachers College is working with approximately 60 public schools across the state of Arizona to implement the Arizona Ready-for-Rigor Project. This project aims to achieve comprehensive school reform, increased educator effectiveness, and improved student achievement within the participating schools, with support from the U.S. Department of Education via a Teacher Incentive Fund (TIF) grant (Award # S385A100163).

Recitals:

A. ASU has requested that the Department provide it certain Personally Identifiable Information (as that term is defined by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA")) regarding certain Arizona students and educators. ASU will use the PII and other data for the purpose of its program evaluation and school services as part of the Arizona Ready-for-Rigor Project. ASU will evaluate the implementation and impact of TAP: The System for Teacher and Student Advancement at participating schools. ASU will also provide data support services to certain schools, using the data provided by the Department. ASU assists schools to use this data to inform educator evaluation and instructional improvement/decision-making.

B. ADE will provide ASU with student achievement data, proficiency and growth information, and student demographics (e.g., SAIS variables) for students affiliated with the ASU partner districts participating in the Arizona Ready-for-Rigor Project for each academic year. A list of partner districts and supporting documentation (e.g., Scopes of Work) will be provided each year to support the request. Student achievement data (i.e., proficiency data, growth data, and student demographics) are required for all students who participated in state-mandated testing (i.e., SAT-10 and AIMS) each academic year. This includes students in grades two (2) through twelve (12), including first-time test-takers (e.g., second grade) and repeat test-takers (i.e., eleventh and twelfth grade). Subject areas include mathematics, reading, science, and writing and should include final scores as well as strands and concepts level details. Proficiency data and student demographics, but not growth data, are also required or will be provided for students taking AIMS-A in any of the above grade levels. Specific data fields (i.e., variables) can be discussed annually and determined at the time of each data request. ASU may require additional elements of student level data; the Department can provide such additional elements upon agreement of the parties in writing. All data requests will be made in writing, and will specify the cohort of students for whom data is requested (per description above, only those students affiliated with partner school districts) and

the specific data fields requested. ASU agrees that it will only request those data fields that are necessary for its work; it will not request name or address information for any student. SAIS IDs will be unmasked to facilitate matching student records from ADE with student records from each school district.

C. ADE will provide relevant educator demographic data, including but not limited to highly qualified information, certification information, and university/college where degrees were earned. ASU may require additional elements of teacher level data; the Department can provide such additional elements upon agreement of the parties in writing.

D. ADE will provide to ASU a process for bulk Educational Stakeholder ID data requests when ESIDs are necessary for participating educators.

E. ADE and ASU acknowledge that ASU may disclose data received pursuant to this agreement to its partner districts, which are districts who have agreed to participate in the Arizona Ready-for-Rigor Project by: (a) implementing TAP: the System for Teacher and Student Advancement; (b) receiving financial and human capital support from ASU to achieve successful implementation of the TAP System (e.g., regional master teacher support, professional development, instructional and/or leadership coaching, data services); and (c) providing ASU with student achievement and human resources data necessary to support instructional and leadership support service provision, support data service provision and research activities, and comply with federal reporting to the U.S. Department of Education. ASU will only disclose data to a partner district that relates to students that have previously or are presently attending school in that district.

F. This Agreement is intended to follow U.S. Department of Education initiatives on Safeguarding Student Privacy (<http://www2.ed.gov/policy/gen/guid/fpco/ferpa/safeguarding-student-privacy.pdf>) and FERPA and its implementing regulations.

Agreement:

1. The Department will provide Dr. Virginia McElyea, Executive Director of the Arizona Ready-for-Rigor Project at Mary Lou Fulton Teachers College, or her designee, with a secure file transfer containing the data listed above.
2. ASU acknowledges that the data that it has requested includes Personally Identifiable Information, as defined in 34 C.F.R. § 99.3.
3. ASU agrees that it will use the data disclosed pursuant to this Agreement only for the purposes described in this Agreement and for no other purposes.
4. ASU agrees that its work will be conducted in a manner that does not permit the identification of students or educators by anyone other than representatives of ASU or its partner districts with legitimate interests. ASU agrees that it will conduct its work so as not to identify students or educators; that it will allow access to the data obtained pursuant to this Agreement only to those within its organization who need to know this information, and that will take all appropriate and necessary steps to protect such information from disclosure at every stage of its work.
5. ASU agrees that it will destroy all data no later than September 30, 2019 and in accordance with the requirements of 20 U.S.C. § 1232g(b)(1)(F) and 34 C.F.R. § 99.31(a)(6).
6. ASU agrees not to redisclose the data obtained pursuant to this agreement unless expressly authorized to do so by the Department prior to such disclosure, except as specifically provided in this

Agreement. ASU further agrees not to disclose data obtained under the Agreement or any addenda to it in any manner that could lead to the identification of any individual student. No report of these data containing a group of students less than ten shall be released to anyone other than the Department or to the partner districts.

7. ASU agrees that it will inform any partner districts that receive data from it as part of this project of their obligation to comply with FERPA and its implementing regulations. Specifically, ASU agrees that it will inform any such partner district that its work must be conducted in a manner that does not permit the identification of students or educators by anyone other than representatives of ASU with legitimate interests; that its work must be conducted so as not to identify students or educators; that they cannot allow access to the data obtained pursuant to this Agreement to anyone except those within their organization who need to know this information. ASU shall further inform such partner districts that they must take all appropriate and necessary steps to protect such information from disclosure at every stage of their work. ASU shall also inform such partner districts that they may not redisclose any data obtained pursuant to this Agreement unless expressly authorized in writing to do so by the Department prior to such disclosure. It shall require such partner districts to agree that they will not disclose data obtained under the Agreement or any addenda to it in any manner that could lead to the identification of any individual student and to agree that no report of these data containing a group of students less than ten shall be released to anyone other than the Department.

8. The term of the Agreement shall commence upon signing; it shall remain in effect for until September 30, 2019 unless terminated, canceled or extended as otherwise provided herein.

9. ADE may terminate this Agreement immediately and without notice if there is any violation of the terms of this Agreement.

10. This Agreement may be signed in counterparts.

11. This Agreement may be amended by a writing signed by both parties.

12. Notice is provided of A.R.S. §§ 12-133, 12-1518 and 38-511.

Date: June 23, 2013

Arizona Department of Education

Stacey Moxley
Stacey Moxley

Executive Director of Government Relations

Date: 6/23/2013

Arizona State University

Virginia McElyea
Dr. Virginia McElyea

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