



Data Sharing Agreement between the Arizona Department of Education and The Board of Trustees of the Leland Stanford Junior University

This Agreement for the Provision of Data (Agreement) is made between the Arizona Department of Education (Department or ADE) and Board of Trustees of the Leland Stanford Junior University for its Center for Research on Education Outcomes at Stanford University (CREDO). 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). The data shared under this agreement is to be used for no purpose other than research authorized under 34 CFR Section 99.31(a)(6). CREDO supports educators and policy makers in using the insights that come from sound research to shape program and policy development. CREDO is committed to improving the body of empirical evidence about education reform and student performance at the primary and secondary levels.

The Family Educational Rights and Privacy Act Statute (FERPA) describes circumstances under which Local Educational Agencies (LEAs) and the Arizona Department of Education are authorized to release data regarding its students, teachers, and schools without prior parental consent. This information can be disclosed to organizations conducting studies to develop, validate, or administer predictive tests, to administer student aid programs, or to improve instruction, and the information is released to no one other than the organization and is destroyed when no longer needed.

Recitals:

- A.** CREDO 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 Arizona students. CREDO will use the PII and other data for the purpose to evaluate differences in student achievement at charter schools and traditional public schools. CREDO will look into performance of charter schools and other school reform programs or policies, the determinants of academic achievement of minority students and other student subgroups, and the differences in enrolled student populations at charter and traditional public schools. The data will be used by researchers at CREDO to conduct studies designed to improve instruction for children in Arizona.



THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY

REPORT OF THE
COMMISSION ON THE ORGANIZATION
OF THE DEPARTMENT OF CHEMISTRY
FOR THE YEAR 1964-1965

PREPARED BY
THE COMMISSION ON THE ORGANIZATION
OF THE DEPARTMENT OF CHEMISTRY

CHICAGO, ILLINOIS
1965

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- B.** ADE will provide CREDO with raw data/student level data that includes student-level AIMS tab-delimited data and end of year (EOY) enrollment data for all students in Arizona. The AIMS variable list includes the fiscal year of the test; county in which the school is located; student's district's enterprise data-base entity number; student's district's County Code, Type Code, District Code & Site Number; name of district in which student's school is located; student's school's enterprise data-base entity number; student's school's County Code, Type Code, District Code & Site Number; name of student's school; unique student identifier from the SAIS database system; student's grade; student's ethnicity; student's gender; student's Special Education program participation; student's English Language Learner program participation; student's migrant program participation; student's homeless program participation; student's free and reduced lunch program participation; subject of test (Mathematics, Reading, Writing, Science); performance level; raw score on test; scaled score on test; accommodations on test and Is Alternative AIMS. Specific data fields (i.e., variables) can be discussed annually and determined at the time of each data request. AIMS data 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. The EOY Enrollments variable list includes fiscal year of the test; Sais ID; student's ethnicity; student's gender; student's grade; IsHighSchool; county in which the school is located; LEA ID number; LEA County Code, Type Code, District Code & Site Number; LEA name; student's school's enterprise data-base entity number; Student's school's County Code; Type Code; District Code & Site Number; name of student's school; name of student's charter; DOA type; start date of student; exit date of student; economic disadvantage of student; student's English Language Learner program participation; student's Special Education program participation; student's migrant program participation; student's homeless program participation; and student's gifted program participation. CREDO 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 and the specific data fields requested. CREDO 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.
- C.** ADE and CREDO acknowledge that CREDO must get permission to disclose data received from ADE to other parties, support data service provision and research activities, and comply with federal reporting to the U.S. Department of Education. CREDO may not provide any data obtained under this agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under 34 CFR Section 99.31(6)(iii).
- D.** 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. Nothing in this agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation.

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Agreement:

1. The Department will provide Margaret Raymond, Director of CREDO, or her designee, with a secure file transfer containing the data listed above. She is the authorized representative able to request data under this agreement. She shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this agreement, including confirmation of the completion of any projects and the return or destruction data as required by this agreement. The Department or its agents may upon request review the records required to be kept under this section.
2. CREDO will maintain all data obtained pursuant to this agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this agreement in the same manner as the original data. The ability to access or maintain data under this agreement shall not under any circumstances transfer from CREDO to any other institution or entity.
3. CREDO acknowledges that the data that it has requested includes Personally Identifiable Information, as defined in 34 C.F.R. § 99.3.
4. CREDO 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. CREDO must notify the Department in advance of any new project or research question researcher proposes to address.
5. CREDO 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 CREDO or its partner districts with legitimate interests. CREDO agrees that it will conduct its work so as not to identify students; that it will allow access to the data obtained pursuant to this Agreement only to those within its organization that 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.
6. CREDO agrees to require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this agreement. CREDO also agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor or agent with access to data pursuant to this agreement. Nothing in this paragraph authorizes sharing data provided under this Agreement with any other entity for any purpose other than completing Researcher's work authorized under this Agreement.
7. CREDO agrees that it will destroy all data no later than December 31, 2023, and in accordance with the requirements of 20 U.S.C. § 1232g(b)(1)(F) and 34 C.F.R. § 99.31(a)(6). Nothing in this agreement authorizes either party to maintain data beyond the time period reasonably needed to complete the purpose of the request. CREDO agrees to require all employees, contractors, or agents of any kind to comply with this provision.
8. CREDO 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. CREDO further agrees not to disclose data obtained under the Agreement or any addenda

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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 its partner districts.

9. The Department may decline to comply with a request if it determines that providing the data requested would not be in the best interest of current or former students in Arizona.

10. The term of the Agreement shall commence upon signing; it shall remain in effect until December 31, 2023, unless terminated, canceled or extended as otherwise provided herein.

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

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

13. Notice under this agreement shall be given to:

ADE at:

Name: Carrie O'Brien

Address: 1535 W. Jefferson, Bin #62, Phoenix, AZ 85007

Phone: 602-542-3378

Email: carrie.o'brien@azed.gov

ATI at:

Name: Margaret Raymond

Address: CREDO, 434 Galvez Mall, Stanford University, Stanford, CA 94305-6010

Phone: 650-725-3431

Email: macke@stanford.edu

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

15. CREDO agrees that it has permission from the institution, IRB or otherwise, that governs the ability to conduct the research. By signing, you are verifying that you have at this time secured permission from the institution applicable to conduct this research.

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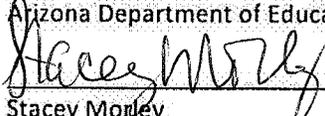
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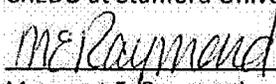
ADE-CREDO Data Sharing Agreement

Date: 11/6/13

Arizona Department of Education

Stacey Morley

Executive Director of Government Relations

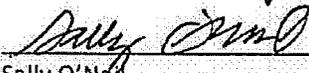
Date: 10.24.2013

CREDO at Stanford University

Margaret E. Raymond

Director

Date: 10.24.2013

Board of Trustees of the Leland Stanford Junior
University


Sally O'Neil
Manager, Industry Contracts

