Data Sharing Agreement

Between the Arizona Department of Education and

Eric Hedberg on Behalf of NORC

This Data Sharing Agreement (Agreement) is made between the Arizona Department of Education (Department or ADE) and Eric Hedberg on behalf of NORC.

RECITALS:

The Arizona Department of Education is a state educational agency, authorized to collect and maintain student educational records and to receive information from public educational agencies (PEAs) consistent with applicable state and federal laws and subject to the federal Family Educational Rights and Privacy Act (FERPA), as authorized by 20 U.S.C. § 1232g(b) and 34 CFR Part 99. Consistent with FERPA the Department may disclose Personally Identifiable Information (PII), as that term is defined by FERPA, from students' education records without prior parental or student consent for the purpose of conducting a study to improve instruction, as those terms are defined by FERPA. 34 CFR §§ 99.31(a)(3) and 99.35.

As one of the oldest not-for-profit, academic research organizations in the United States, and through its affiliation with the University of Chicago, NORC serves the public interest and improves lives through objective social science research that supports informed decision making. NORC Senior Research Scientist Eric Hedberg has requested specific data regarding students, as described herein. Mr. Hedberg acknowledges that it has requested Personally Identifiable Information and will be responsible for complying with the terms of this Agreement and FERPA.

The purpose of this agreement is for ADE to authorize NORC to have access to Personally Identifiable Information about students on the terms, and for the purposes, stated herein. NORC will protect such data by the means described herein, and will destroy or return such data on the terms described herein. In furtherance of those purposes, ADE has provided and will continue to provide NORC with the data requested on the Request Summary (Attached as Appendix A) by means of a secure file transfer. ADE may provide additional data elements upon the written request of NORC, subject to the same terms and conditions as stated in this Agreement, and for the purposes stated in this Agreement.

The parties to this Agreement acknowledge that if ADE has provided NORC with certain student data in the past, including PII, then NORC will protect such data by the means described in previous agreements, and will destroy or return such data according to the terms of the previous agreements.

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.

TERMS AND CONDITIONS:

To affect the transfer of data and information that is subject to state and federal confidentiality laws and to ensure that the required confidentiality of personally identifiable information shall always be maintained, NORC agrees that, for the purposes of carrying out its duties under 13-06-ED, it will:

a. Comply with the provisions of FERPA, 20 U.S.C. § 1232g, and 34 C.F.R. Part 99 and all applicable state laws regarding confidentiality of student data;

b. Use the data provided under this Agreement for no other purpose than those described herein;

c. Use reasonable technical, administrative and physical controls to protect the data provided under this Agreement from further disclosures and other uses, except as provided in 34 C.F.R. 99.35.

d. Destroy or return to ADE the personally identifiable information provided under this agreement when the information is no longer needed for the purpose specified, and in no event later than June 30, 2015, or the date of termination of this Agreement if earlier;

e. Establish and follow procedures consistent with FERPA and Arizona law to ensure the protection of any and all PII provided under this Agreement. To effectuate the provision, NORC agrees to:

i. Limit access to the data provided under this Agreement only to those authorized persons who have a legitimate interest in the data;

ii. Require all employees, contractors and agents who have access of any kind to comply with this Agreement, FERPA, and applicable Arizona law;

iii. Maintain all data received pursuant to this Agreement in a secure manner, separate from all other data files, and not copy, reproduce, or transmit data obtained pursuant to this Agreement except to its own agents acting for or on behalf of the Department and as necessary to fulfill the purposes described herein;

iv. Not disclose data contained under the Agreement or addenda to it in any manner that could identify any individual student, except as authorized by FERPA;

v. Not report data of a group of students of less than 10.

vi. Use methods to properly protect personally identifiable information reported in aggregate in accordance with the methods outlined by the National Center for Education Statistics. http://nces.ed.gov/pubs2011/2011603.pdf

f. The Agreement shall remain in effect until June 30, 2015 unless terminated, canceled or extended as provided herein. This Agreement is renewable upon written approval by the authorized representative of each party. This Agreement may only be amended by a writing signed by both parties.

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

h. Notice under this Agreement shall be given to:

Arizona Department of Education at:	NORC at:
Carrie O'Brien	Eric Hedberg
Director of Legal Services	Senior Research Analyst
1535 W. Jefferson	1155 E. 60th Street
Phoenix, AZ 85007	Chicago, Illinois 60637
Carrie.O'Brien@azed.gov	Hedberg-Eric@norc.org
(602)542-3378	(773) 909-6801

i. Notice is given of A.R.S. § 12-1318, 12-155, 18 AND 38-511.

J. NORC shall provide a copy of its final report to: Carrie.Giovannone@azed.gov and Carrie.O'Brien@azed.gov.

ARIZONA DEPARTMENT OF EDUCATION

By: Stacey Morley

Stacey Morley
Executive Director, Government Relations and Policy Development

Date: 5/1/2014

NORC

By: Kathleen E Parks

Kathleen Parks
Its: Senior Vice President

Date: 1 May 2014

Appendix A

NORC REQUEST SUMMARY – ESTIMATING COLLEGE READINESS FOR THE STATE OF ARIZONA

NORC at the University of Chicago (the "NORC") is an independent research organization. The NORC aims to serve the public interest and improve lives through objective social science research that supports informed decision making.[1]

Abstract

There is a large public interest in producing a state average ACT score. However, those who choose to take the test do not reflect a random sample. Using survey non-response adjustments, this project seeks to use administrative data to estimate mean ACT scores for junior cohorts for all available years. This project is funded by the Helios Education Foundation.

Data to be provided by ADE

- School identifier (AZED ID or NCES ID preferred)
- 8th grade AIMS Math and Reading scores
- Student Race and Ethnicity status
- Student disability status (general IEP codes are sufficient, if districts provide codes which identify the disability)
- Student Free/Reduced Price Lunch indicator (eligible or receiving), or another indicator of poverty
- Student English Learner indicator
- Student gender
- Subject-specific ACT scores (all tests)
- Composite ACT scores (all tests)
- Any available non-cognitive elements of ACT scores (all tests)

Intended Use of Data

A model will be estimated to predict the likelihood of taking the ACT. From this model, weights will be created and use to estimate weighted means that reflect population means of ACT scores.

[1] *See* http://www.norc.org/Pages/default.aspx