



**Data Sharing Agreement between the
Arizona Department of Education
and
Dr. W. Alan Coulter of Louisiana State University**

This Agreement for the Provision of Data (Agreement) is made between the Arizona Department of Education (Department or ADE) and Dr. W. Alan Coulter of Louisiana State University. 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). The research being conducted by Dr. Coulter and the Teams Intervening Early to Reach all Students ("TIERS") will provide professional learning and development for personnel in ADE and in conjunction with other technical assistance providers and Data Accountability Reading Training ("DART").

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. Dr. W. Alan Coulter 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. Dr. Coulter will use the PI and other data for the purpose of providing professional learning, development data accountability reading and training for ADE and Arizona LEAs in order to improve student achievement.
- B. ADE will provide Dr. Coulter with student level data for school years 2007 through 2010 disaggregated at the school level including subgroups of grade, ethnicity, gender, ELL status, Assessment data, disability category, LRE placement, migrant status and discipline data. Dr. Coulter may require additional 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. Dr. Coulter agrees that it will only request

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those data fields that are necessary for the project listed above; he will not request name or address information for any student.

- C. ADE and Dr. Coulter acknowledge that he 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. Dr. Coulter may provide disaggregated, masked data to the Arizona public school in which the child is currently enrolled. Dr. Coulter 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.

Agreement:

1. The Department will provide Dr. Coulter, or his/her designee, with a secure file transfer containing the data listed above. She is the authorized representative able to request data under this agreement. Dr. Coulter 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. Dr. Coulter 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 Dr. Coulter to any other institution or entity.

3. Dr. Coulter acknowledges that the data that he has requested includes Personally Identifiable Information, as defined in 34 C.F.R. § 99.3.

4. Dr. Coulter agrees that he will use the data disclosed pursuant to this Agreement only for the purposes described in this Agreement and for no other purposes. Dr. Coulter must notify the Department in advance of any new project or research question researcher proposes to address.

5. Dr. Coulter 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 Louisiana State University. Dr. Coulter agrees that he will conduct his 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. Dr. Coulter 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

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agreement. Dr. Coulter 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. Dr. Coulter agrees that it will destroy all data no later than June 31, 2014 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. Dr. Coulter agrees to require all employees, contractors, or agents of any kind to comply with this provision.

8. Dr. Coulter 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. Dr. Coulter 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 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 for until June 31, 2014 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: Maura Mall
Address: 1535 W. Jefferson, Bin #24, Phoenix, AZ 85007
Phone: 602-364-4009
Email: maura.mall@azed.gov

LSU at:

Name: W. Alan Coulter, Ph.D
Address: LSUHSC
1900 Gravier St., Room 6A6
New Orleans, LA 70112
Phone: 504-920-9093
Email: acoulter@lsuhsc.edu

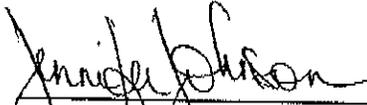
14. Notice is provided of A.R.S. §§ 12-133, 12-1518 and 38-511.

15. Dr. Coulter agrees that he 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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Date: 8-5-13

Arizona Department of Education



Jennifer Johnson
Deputy Superintendent

Date: 8/5/13

Louisiana State University



Dr. W. Alan Coulter, Ph.D.
TIERS and DART Team Lead