



Data Sharing Agreement between the Arizona Department of Education and The Rodel Foundation of Arizona

This Agreement for the Provision of Data (Agreement) is made between the Arizona Department of Education (Department or ADE) and The Rodel Foundation of Arizona (Rodel). 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 not purpose other than research authorized under 34 CFR Section 99.31(a)(6). Through Rodel's Exemplary Teacher and Exemplary Principal Initiatives extraordinary teachers and outstanding school principals are identified and cultivated. Rodel works with schools across the state to find these teachers and principals. The data will be used as the initial selection criteria for these initiatives. Data will also be used in the research and evaluation of the MAC-Ro Math Initiative, whose goal is the improvement of student math achievement.

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. Rodel 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. Rodel will use the PII and other data for the purpose of its program evaluation and ongoing program initiatives. Rodel will evaluate the implementation and results of the AIMS, TerraNova, and SAT 10. Rodel will use this information to inform their selection of teacher and principal candidates, as well as evaluate student growth with regard to the MAC-Ro Initiative.

B. ADE will provide Rodel with student achievement data, proficiency and growth information, such as school, subject and grade. SAIS ID field should be encrypted to avoid possibility of identification of individual results. Also, the Arizona Growth Model data at the classroom (teacher) level, as well as

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individual student growth percentiles grouped at the classroom level. 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. Rodel may require additional elements of student level data; the Department can provide such additional elements upon agreement of the parties in writing. Rodel 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 ID fields should be encrypted to avoid possibility of identification of individual results.

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

E. 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 Howard Paley, Director of Teacher Initiative for the Rodel Foundation of Arizona, or his designee, with a secure file transfer containing the data listed above. He is the authorized representative able to request data under this agreement. He 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 of 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. Rodel 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

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access or maintain data under this agreement shall not under any circumstances transfer from Rodel to any other institution or entity.

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

4. Rodel 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.

5. Rodel 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 Rodel or its partner districts with legitimate interests. Rodel 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, including independent evaluators contracted by and working for Rodel, and that it will take all appropriate and necessary steps to protect such information from disclosure at every stage of its work.

6. Rodel 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 Rodel or its partner districts with legitimate interests. Rodel 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 it will take all appropriate and necessary steps to protect such information from disclosure at every stage of its work.

7. Rodel agrees that it will destroy all data no later than August 30, 2016 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. Rodel agrees to require all employees, contractors, or agents of any kind to comply with this provision.

8. Rodel agrees not to disclose the data obtained pursuant to this agreement unless expressly authorized to do so by the Department prior to such disclosure. Rodel further agrees not to redisclose 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 until August 30, 2016 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:

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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

Rodel at:

Name: Howard Paley

Address: 6720 N. Scottsdale Rd., Suite 310 Scottsdale, AZ

Phone: 480-367-2920

Email: hpaley@rodelfoundations.org

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

Date:

Aug 12, 2013

Arizona Department of Education

Stacey Morley

Stacey Morley

Executive Director of Government Relations

Date: July 31, 2013

Rodel Foundation of Arizona

Howard Paley

Howard Paley

Director of Teacher Initiative for the Rodel
Foundation of Arizona