

Data Sharing Agreement:

Between The Colorado Department of Education And The University of Virginia

This DATA ACCESS AND USE AGREEMENT (the "Agreement") by and between **COLORADO DEPARTMENT OF EDUCATION** (the "State"), and **The University of Virginia** (the "Requester"), is entered into effective as of October 1, 2014 (the "Effective Date").

I. SUMMARY

1. The Colorado Department of Education is a State Education Agency responsible for the implementation of education laws adopted by the State of Colorado. In fulfillment of law found in the Colorado Revised Statutes, CDE is charged with collecting and securely maintaining unit record data on students enrolled in the state's local education agencies (LEAs). Data Protocol (C.R.S. 24-37.5-705) provides authorization for each state agency to share data with other state agencies, political subdivisions, and nongovernmental entities and individuals.

2. **The University of Virginia** is conducting research for and on behalf of the State to ascertain the impact of Core Knowledge Charter Schools. Requestor's research analysis will be provided to the State in order that the State may be better informed about the impact of Core Knowledge Charter Schools on student outcomes.

Table 1. Research questions, variables of interest, and analytic approach

Question	Variables	Analysis
What are the reading, mathematics, and writing scores of CO students who have attended charter schools that implemented the Core Knowledge curriculum compared to public school students who have not experienced the Core Knowledge Curriculum?	See Appendix A for details. Below are the general types of variables we will need to answer this question. <ol style="list-style-type: none">1. Spring enrollment data from K through 5th grade.2. Achievement score data from the overall content domains (Reading, Writing, Mathematics, Science, Social Studies) as well as the subscales.3. Child characteristics	We estimate the effects of CORE Knowledge Charter schools using standard and recently developed methods that utilize the random assignment at kindergarten entrance for eligibility to enroll in a CK charter school. First, we used Ordinary Least Squares (OLS) regression techniques to estimate intent-to-treat (ITT) estimates reflect the impact of being offered a position in one of the CK study schools. Second, we estimated the impacts of the treatment on the treated (TOT), or the effect for those who were offered a position in a CK study school and chose to attend. This methodology is a two stage least squared estimation using an instrumental variable. These two analyses, the ITT and TOT analyses, provide answers to two key questions about the observed CK effects, respectively: (1) what is the "policy" effect of offering a student a seat at a CK charter school; and (2) what is the impact of actually experiencing the CK treatment. In addition, we utilize recently developed methods to account for multiple applications to charter school.

Question	Variables	Analysis
<p>Are students in our study schools typical of those in the districts where the study schools are located? Are the schools themselves comparable?</p>	<p>See Appendix B for details. Below are general types of variables we will need to answer this question.</p> <ol style="list-style-type: none"> 1. School-level summaries of student test scores 2. School-level summaries of student characteristics 	<p>We will determine whether schools in our sample are typical schools in their school district by comparing characteristics of our study schools to district schools characteristics and by estimating school level achievement scores and analyzing residuals.</p>

As shown in the table, this project requires the use of identifiable student-level data since students were entered into the study using a lottery at kindergarten and then followed through fourth grade.

3. Both parties agree that this project will potentially lead to a greater understanding of the impact(s) of Core Knowledge Charter Schools.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

II. AGREEMENT

1. **Objective; Intent of the Parties.** To conduct analysis through the use of student information, educational records, and data (hereinafter “student records”) in order to assess the impacts (if any) on student academic performance resultant from attending a Core Knowledge Charter School.
2. To assess impacts of attending a Core Knowledge Charter School in the State, the State will share a number of raw data files and fields with the Requestor. The specific minimum data points to be provided are outlined in Appendix A.
3. **Period of Performance.** Subject to its other provisions, the period of performance of this Agreement shall commence on October 1, 2014 regardless of the date of execution, and be completed on October 1, 2017, unless terminated sooner as provided herein.
4. **Responsibilities of the State.** During the term of this Agreement, the State shall:
 - a. Prepare data files as defined in *Appendix A - Data File Description*.
5. **Responsibilities of the Requestor.** The Requester, representing all members of the research team supporting the aforementioned research study, shall:
 - a. Provide the State with a list of researchers participating in the project to be responsible for the student records obtained;
 - b. Use student records appropriately and only for authorized purposes, in accordance with federal and state law and as specified in this Agreement, including the Confidentiality provisions contained herein;

- c. Shall implement appropriate electronic safeguards to prevent use or disclosure of data not authorized by this agreement. Any breach in security is to be immediately reported to the Colorado Department of Education.
- d. Shall ensure that the data are kept in a secured environment at all times and that only authorized users have access.
- e. Destroy student records that have been provided from the State pursuant to time limitations defined in the Agreement and, if requested, provide certification that such records have been destroyed;
- f. Prior to publication/release, if requested, and subject to the following, provide any documents generated as a result of using student records received from State for review and verification that the intended purpose has been adhered to;
 - Submit final summary report to the State and provide briefing of findings to State personnel as requested.
 - Understand that deliberate or accidental misuse of student records may result in one or more of the following: loss of access, dismissal from work, legal action including prosecution under the scope of any applicable federal and state laws;

The Requester shall not:

- a. Share student records with any individuals or third parties not included in the Agreement;
 - b. Make or allow any unauthorized use of information provided/generated;
 - c. Publish reports with a cell size of less than 16. (Reports must mask these cells so that results are not revealed.)
6. **Review by the State.** The State reserves the right to review before release any information using this student data if it is to be released publicly.

7. **Legal Obligations**

Both parties acknowledge separate obligations in accordance with the requirements of Public Law 93-380--Privacy Rights of Parents and Students, commonly known as the "Buckley Amendment", the Federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and 34 CFR Part 99.

III. **AGREEMENT TERMINATION**

The State may terminate this Agreement at any time, for its own convenience, for any reason, with written notice to the Requester. The Requester may terminate this Agreement for any reason, with 30 days written notice to the State. Otherwise, the Agreement will end December 31, 2014.

IV. **CONFIDENTIALITY**

1. The term "confidential information" as used in this Agreement means any and all student information provided by the State to REQUESTER which is protected by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 1232g and all other similar federal and state laws. Such personal information is also exempt from mandatory disclosure by the State under the terms of the state public disclosure laws codified as Title 24, Article 72, regarding Colorado Laws Concerning Public (Open) Records. For the purposes of this agreement, confidential information also means personally identifiable information (PII). PII includes, but is not limited to the student's name; the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as the student's social security number, student number, or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would

allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates. PII also means a dataset that is linked to a specific individual and that would allow a reasonable person in a school community, who does not have knowledge of the relevant circumstances, to identify the individual with reasonable certainty.

2. To effect the transfer of data and information that is subject to federal and state confidentiality laws and to ensure that the required confidentiality of personally identifiable information shall always be maintained, Requestor agrees to the following in compliance with 34 C.F.R. Sec. 99.31 (a) (6):

a. In all respects, Requestor will comply with the provisions of FERPA. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student record information in a manner not allowed under Federal or state law or regulation;

b. For purposes of this agreement and ensuring Requestor's compliance with the terms of this Agreement and all application of state and Federal laws, Requestor designates **Jamie DeCoster, Ph. D.** the temporary custodian of the data that the State shares with Requestor. The State will release all data and information under this Agreement to a named temporary custodian. **Jamie DeCoster, Ph. D.** shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to the Agreement, including confirmation of the return or destruction of data as described below. The State or its agents may, upon requests, review the records Requestor is required to keep under this Agreement. The State designates **Dan Jorgensen, Ph.D.** as its liaison for all communications with **The University of Virginia** regarding this Agreement;

c. Requestor will use data shared under this Agreement for no purpose other than the goals outlined in this Agreement. Nothing in the Agreement shall be construed to authorize Requestor to have access to additional data from the State that is not included in the scope of the Agreement (or addenda). Requestor understands that the Agreement does not convey ownership of data to Requestor;

d. Requestor will require all employees, contractors, and agents of any kind to comply with the Agreement and all applicable provisions of FERPA and other laws and regulations with respect to the data and information shared under this Agreement. Requestor agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor, or agency with access to data pursuant to the Agreement. Nothing in this section authorizes Requestor to share data and information provided under this Agreement with any other individual, agency, or entity for any purpose other than completing Requestor's work as authorized by the State for and on behalf of the State, consistent with this Agreement;

e. Requestor will not disclose data produced to it under this Agreement in any manner that could identify any individual student or teacher, except as authorized by FERPA, to any entity other than the State or authorized employees, contractors, or agents of Requestor also working for and on behalf of the State pursuant to the terms of this Agreement. Publications and reports of data and information shared, including preliminary descriptions and draft reports, shall involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any student or teacher;

f. Requestor will not provide any data obtained under this Agreement to any individual, agency, or entity without the prior written consent of the State, unless required to make such disclosure under an applicable law or court order;

- g. Upon termination of the Agreement, Requestor will return all data files and hard copy records to the State and purge any information that can identify participants in the study from its computer systems. Requestor agrees to require all employees, contractors, or agents of any kind using the State data to comply with this provision.
- h. Requestor agrees that disclosure of confidential student information, without permission of the State, is just cause for the State to immediately terminate the Agreement.
- i. Requestor shall notify the State immediately of any breach or suspected breach, but in no event no later than twenty-four (24) hours after Requestor learns of suspected breach.
- j. If Requestor becomes aware of a data security breach, it shall cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, if any. Requestor shall be responsible for performing an analysis to determine the cause of the breach, and for producing a remediation plan to reduce the risk of incurring a similar type of breach in the future. The State reserves the right to adjust this plan, in its sole discretion. A breach of PII shall have occurred when there has been unauthorized acquisition of unencrypted PII data (electronic or otherwise) used in performance of the Agreement, or any subcontract from the Requestor's or any agent's possession which compromises security, confidentiality, or integrity of such PII.
- k. If Requestor provides physical or logical storage, processing or transmission of confidential or sensitive State data, Requestor shall provide, and shall cause its agents to provide, physical and logical protection for State hardware, software, applications and data that meet or exceed industry standards and requirements as set forth in the Agreement. Requestor, if it retains, stores, or is given protected or confidential information, at all times shall maintain, and shall cause its agents to maintain, network, system, and application security, which includes network firewalls, intrusion detection, and annual security testing. Requestor, if it retains, stores, or is given protected or confidential information, shall comply and shall cause its agents to comply, with State and federal regulations and guidelines related to security, confidentiality and auditing, including but not limited to regulations and guidelines issued by the Federal Bureau of Investigation (FBI), the U.S. Department of Homeland Security (DHS), the Governor's Office of Homeland Security (DHS), the Colorado Bureau of Investigation (CBI), the Governor's Office of Information Security (OIS), or related to the Health Insurance Portability and Accountability Act (HIPAA) Guidelines, 45 C.F.R. Parts 160, 162, and 164, the Health Information Technology for Economic and Clinical Health Act (HITECH), Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009), codified at 42 USC Sections 300jj et seq.; Sections 17901 et seq., the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and 34 C.F.R. Part 99. Requestor, if it retains, stores, or is given protected or confidential information shall ensure, and shall cause its agents to ensure, that security is not compromised by unauthorized access to computers, program, software, databases, or other electronic environments and shall promptly report all breaches or attempted breaches to a representative of the OIS. Neither Requestor nor its agents shall have any rights to use or access any OIT or other State agency data or information, except with the prior approval of the State. Requestor shall review, on a semi-annual basis, the Colorado Cyber Security Program (CCSP), posted at <http://www.colorado.gov/cs/Satellite/Cyber/CIS0/1207820732279>, and its related documents, including its

policies and procedures to ensure compliance with the standards and guidelines published therein. Requestor shall cooperate, and shall cause its agents to cooperate, with the performance of security audit and penetration tests by OIS. Requestor shall follow, and shall cause its agents to follow, the State's Data Handling and Disposal policy, which can be found at www.colorado.gov/oit/security_policies. Requestor shall perform, and shall cause its agents to perform, in a form reasonably acceptable to the State, background checks on all of its respective employees and agents performing services or having access to State confidential information provided under the Agreement.

3. The Requestor has the right consistent with scientific standards, to present, publish, or use student results it has gained in the course of the research for and on behalf of the State under this Agreement, but only if the publication, presentation, or use does not permit personal identification of parents, students, or teachers by individuals other than representatives of the Requestor. Any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information may result in a determination by the Department of Education that the violating party is prohibited from accessing student education records for up to five (5) years, pursuant to 34 CFR Sec. 99.31 (a) (6) (iv).

4. The requestor acknowledges that the University of Virginia will be reporting findings to the Colorado Department of Education, provided that the presentations, publications, and/or reporting of such findings does not contain personal identification of parents, students, or teachers by individuals. The reporting will be intended to:

- a. Increase State understanding of the impact of Core Knowledge Charter Schools.

V. NONDISCRIMINATION

Both the State and the Requestor agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspect of this Agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of trained dog guide or service animal by a person with a disability. The parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act and Colorado Law Against Discrimination. In the event that one of the parties hereto refuses to comply with the above provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other party.

VI. ASSIGNMENT

Neither party shall assign its rights or responsibilities under this Agreement without the written authorization of all the other parties.

VII. SEVERABILITY

If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but continue in full force.

VIII. INDEMNITY

The State will be held harmless from all claims, liabilities, damages, or judgments involving a third party, including the State's costs and attorney's fees.

IX. INTEGRATION

This writing contains all terms and conditions of the Agreement. Modifications to the Agreement must be in writing and be signed by each party.

X. NOTICE

Any notice required or permitted by the terms of the Agreement shall be sent to:

If to the State: Colorado Department of Education
Dan D. Jorgensen, Ph.D.
Accountability & Data Analysis Unit
201 East Colfax
Denver, Colorado 80203
Phone: 303-866-6763
Email: Jorgensen_d@cde.state.co.us


If to the Requestor: University of Virginia
Jamie DeCoster, Ph.D.
PO Box 800784
Charlottesville, VA 22908-0784

XI. Stewards


The Stewards shall ensure that access to the original data covered by this data sharing agreement shall be limited to eligible personnel between the agencies and the minimum number of individuals necessary to achieve the purposes stated in the IDSA.

XII. Signatures

To further the collection and analysis of Colorado educational data, the Colorado Department of Education, represented by the Commissioner of Education Robert Hammond, and the University of Virginia, represented by Jamie DeCoster, agrees to the cooperative sharing of data between the two agencies pursuant to the conditions set forth herein.



Robert Hammond
Commissioner of Education
Colorado Department of Education



Jamie DeCoster, Ph.D.
Center for Advanced Studies of Teaching & Learning
University of Virginia

Appendix A. Data File Description for Research Question 1.

1. Spring enrollment data
 - a. Data needed from academic years 2010-2011 to 2015-2016 (inclusive)
 - b. Data needed from K through 5th grade (inclusive)
 - c. Restricted to those children identified in the study school lotteries
 - d. Variables
 - i. District name/number
 - ii. School name/number
 - iii. Entry and exit dates for each school the child attended
2. Achievement score data
 - a. Data needed from academic years 2013-2014 to 2015-2016 (inclusive)
 - b. Data needed from 3rd through 5th grade (inclusive)
 - c. Restricted to those children identified in the study school lotteries
 - d. Variables
 - i. District name/number
 - ii. School name/number
 - iii. We would like to get scores from all of the Content and Subcontent areas provided in the TCAP and CMAS. For each area, we'd like to get both the Scale Score and the Performance Level.
 - iv. Test Invalidation (if the file just contains valid scores, then we don't need this)
3. Child characteristics
 - a. Data needed from academic years 2010-2011 to 2015-2016 (inclusive)
 - b. Data needed from K through 5th grade (inclusive)
 - c. Restricted to those children identified in the study school lotteries
 - d. Variables
 - i. Grade
 - ii. Free/Reduced Lunch status
 - iii. Language Proficiency
 - iv. In School continuously enrolled 1 year
 - v. In Colorado - continuously enrolled 3 years
 - vi. Primary Disability
 - vii. GT Designation
 - viii. Special education status
 - ix. Federal Race/Ethnicity Reporting Category
 - x. Accommodations
 - xi. Student's Gender
 - xii. Presence of IEP

Appendix B. Data File Description for Research Question 2.

1. School-level summaries of student test scores
 - a. Data needed from academic years 2010-2011 to 2015-2016 (inclusive)
 - b. Data needed from K through 5th grade (inclusive)
 - c. Restricted to schools in the counties where the study schools reside
 - d. We would like to get school averages from all of the Content and Subcontent areas provided in the TCAP. For each area, we'd like to get both the average Scale Score and the Performance Level associated with that score.
2. School-level summaries of student characteristics
 - a. Data needed from academic years 2010-2011 to 2015-2016 (inclusive)
 - b. Data needed from K through 5th grade (inclusive)
 - c. Restricted to schools in the counties where the study schools reside
 - d. Variables
 - i. Free/Reduced Lunch status
 - ii. Language Proficiency
 - iii. GT Designation
 - iv. Special education status
 - v. Federal Race/Ethnicity Reporting Category
 - vi. Accommodations
 - vii. Student's Gender
 - viii. Presence of IEP