

Research Data Sharing Agreement:  
Between The Colorado Department of Education  
And The University of Northern Colorado



**COLORADO**  
Department of Education  
Accountability, Performance and  
Support Division

This DATA ACCESS AND USE AGREEMENT (the "Agreement") by and between COLORADO DEPARTMENT OF EDUCATION (the "State"), and the University of Northern Colorado (the "Requester"), is entered into effective as of August 14, 2015 (the "Effective Date") and ends as of August 14, 2016.

**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 purpose of the researcher-practitioner partnership is to align state education and human services data and conduct research that can inform improving educational outcomes for students in foster care. Specifically, University of Northern Colorado researchers will characterize trends in the academic achievement and progress outcomes for students in foster care and identify how changes in foster care placement and school mobility are related to each other, and ultimately student achievement and educational attainment. The findings will be used to inform a state-wide action plan, grounded in the Legal Center for Foster Care and Education's cornerstone publication: *The Blue Print for Change: Ensuring Educational Success for Children in Foster Care*.

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

Question	Variables	Analysis
<ul style="list-style-type: none"> <li>• What are the patterns in student in foster care's academic achievement, progress, and school mobility?</li> <li>• What school changes are associated with foster care changes?</li> <li>• What are the relationships between school and foster care mobility and educational outcomes?</li> </ul>	<p>For each student we are requesting the following information for students who experienced an out-of-home placement from July 1, 2007 to June 30, 2014:</p> <ul style="list-style-type: none"> <li>• A unique student code that is constant across school years and date of birth, including previously provided data.</li> <li>• Demographic information including gender, race/ethnicity, instructional program type, date of birth, and grade level</li> <li>• Reading, Math, and Writing state summative assessment proficiency and growth scores</li> <li>• Foster care removal and placement dates</li> <li>• School mobility data</li> <li>• Exit codes indicating information such as dropout events, expulsions, graduation, and completion</li> <li>• School district and county codes as available</li> </ul>	<ul style="list-style-type: none"> <li>-Descriptive statistics including trend analyses will be used to characterize patterns in the data. Some patterns will be mapped at state, county, or school district levels (e.g., prevalence of school changes)</li> <li>- An advisory panel will be engaged in an iterative process of reviewing correlations between school and placement changes to establish business rules for coding school changes associated with foster care placements.</li> <li>- Regression analyses will be used to identify how the interactions between foster care placement changes and school mobility relate to academic achievement and progress outcomes.</li> </ul>

As shown in the table, this project requires the use of identified student-level data on students' test scores, school mobility, foster care placement changes, and attendance, promotion, disciplinary outcomes, and graduation as well as study-administered measures of student and parent perceptions of students' experience in school.

3. Both parties agree that this project will potentially lead to a greater understanding of the impact(s) of mobility on students in foster care's academic achievement and progress through the K-12 education system.

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 academic achievement and progress through the K-12 education system from mobility associated with school and/or foster care placement changes.

2. To effectively address the research questions outlined above including potential impacts. The specific minimum data points which are Student Records 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 August 14, 2015 regardless of the date of execution, and be completed on August 14, 2016, unless terminated sooner as provided herein.

4. **Responsibilities of the State.** During the term of this Agreement, the State shall:

a. Prepare data files of Student Records as defined in *Appendix A - Data File Description*.

5. **Responsibilities of the Requestor.** The Requestor, 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, only for authorized purposes, and never for commercial 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.
- d. Shall ensure that the data are kept in a secured environment at all times and that only authorized users have access. Any breach in security is to be immediately reported to the Colorado Department of Education.
- e. Destroy Student Records that have been provided by the State at the end of the term of this Agreement, August 14, 2016, and, if requested, provide certification that such records have been destroyed;
- f. Prior to public dissemination/release, provide reports generated as a result of using Student Records received from State to permit the State to verify that the intended purpose has been adhered to and that the publication contains no personally identifiable Student Records or confidential student information;
  - The State will ensure that access to the report is permitted on a need-to-know basis only for this verification purpose and will protect the report from public dissemination or release.
  - Understand that deliberate or accidental misuse of Student Records may result in one or more of the following: loss of access, legal action including prosecution under the scope of any applicable federal and state laws.

The Requestor shall not:

- a. Share Student Records with any individuals or third parties not included in the Agreement or redisclose Student Records to any party;
- 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 at least fifteen (15) days before release any report using this student data if the report is to be released publicly; the State's review will be limited to ensuring that the publication contains no confidential student information and that the intended purpose has been adhered to.

## 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 its implementing regulations 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 Requestor. The Requestor may terminate this Agreement for any reason, with 30 days written notice to the State. Otherwise, the Agreement will end August 14, 2016.

## IV. CONFIDENTIALITY

1. The term "confidential information" as used in this Agreement means any and all student information provided by the State to REQUESTOR 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 applicable state and Federal laws, Requestor designates **Elysia Clemens, Ph.D.** the temporary custodians of the Student Records that the State shares with Requestor. The State will release all Student Records and information under this Agreement to the named temporary custodian. **Elysia Clemens, 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 Student Records 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 **Elysia Clemens, Ph.D.** 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 Student Records 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 Student Records provided 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 Student Records 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 Student Record files and hard copy records to the State and purge any copies of data 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. No other entity is authorized to continue research using the Student Records obtained under this Agreement upon termination of the Agreement. Requestor will destroy all Student Records obtained under the Agreement and addenda at the termination of this Agreement. Upon request, Requestor agrees to provide certification to the State that such records have been destroyed;
- 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, or unauthorized use or disclosure of Student Records, 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 Student Data containing 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, '3<sup>rd</sup> 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-S (Feb. 17, 2009), codified at 42 USC Sections 300jj et seq.; Sections 17901et 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/CISO/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](http://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.

- I. Requestor agrees that the Colorado Department of Education has the right to conduct audits or other monitoring activities of the authorized representative's data stewardship policies, procedures, and systems. It is also agreed that the Requestor has a data stewardship plan in place that addresses all requirements outlined within this data-sharing 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 disclose 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. **Elysia Clemens, Ph.D.** will be reporting findings to the Colorado Department of Education, provided that the presentations, publications, and/or reporting of such findings do 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 mobility on students in foster care's academic achievement and progress through the K-12 education system.

#### **VI. 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, resulting from **Elysia Clemens, Ph.D.** breach of its obligations under this Agreement.

**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 & Research Manager  
Accountability & Data Analysis Unit  
201 East Colfax, Denver, Colorado 80203  
Phone: 303-866-6763  
Email: Jorgensen\_d@cde.state.co.us

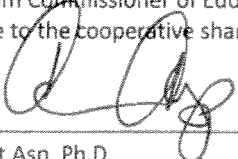
If to the Requestor: University of Northern Colorado  
Elysia Clemens, PhD, LPC  
Associate Professor  
Campus Box 131  
Greeley, CO 80639  
Phone: 970-351-3044  
Email: elysia.clemens@unco.edu

**XI. Data Custodian(s)**

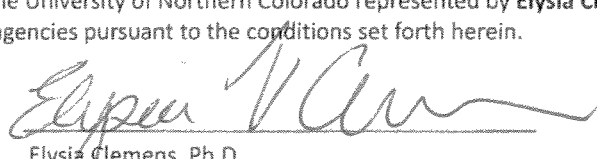
The Data Custodian(s) shall ensure that access to the original data covered by this data sharing agreement shall be limited to eligible personnel between the agencies and the minimum number of individuals necessary to achieve the purposes stated in the IDSA.

**XII. Signatures**

To further the collection and analysis of Colorado educational data, the Colorado Department of Education, represented by the Interim Commissioner of Education **Elliott Asp, Ph.D.** and the University of Northern Colorado represented by **Elysia Clemens, Ph.D.**, agree to the cooperative sharing of data between the two agencies pursuant to the conditions set forth herein.



\_\_\_\_\_  
Elliott Asp, Ph.D.  
Interim Commissioner of Education  
Colorado Department of Education



\_\_\_\_\_  
Elysia Clemens, Ph.D.  
Associate Professor  
University of Northern Colorado

**Appendix A.** Data File Description (Students in Foster Care: The Relationship between Mobility and Educational Outcomes)

A unique student code that is constant across school years and previously provided data.

- Date of Birth
- Grade level
- Growth and proficiency scaled scores on state summative assessments in reading, math, and writing where available
- School district codes
- Foster care placemen/removal episode dates as provided by CHDS
- ACT assessment scores (as available)