

**Research Data Sharing Agreement:
Between The Colorado Department of Education
And Mathematica Policy Research, Inc.**

This DATA ACCESS AND USE AGREEMENT (the "Agreement") by and between COLORADO DEPARTMENT OF EDUCATION (the "State"), and Mathematica Policy Research, Inc. (the "Requester" or "Mathematica"), is entered into effective as of December 9th, 2014 (the "Effective Date") and ends as of December 31st, 2015.

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. Mathematica is conducting research for and on behalf of the State to ascertain how KIPP schools at all grade levels affect student achievement relative to other conventional public schools, including elementary and high schools. Requestor's research analysis will be provided to the State in order that the State may be better informed about the impact of charter school attendance on student outcomes.

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

Question	Variables	Analysis
<ul style="list-style-type: none"> • What is the cumulative impact of attending both a KIPP middle school and KIPP high school on achievement and attainment during high school? • What is the impact of KIPP high schools on student achievement and other outcomes among students entering the KIPP network for the first time in grade 9? • What is the impact of "new" KIPP middle schools—those opening during the 2011–2012 school year or later—on student achievement? • What is the impact of KIPP high schools on student achievement and college preparation among students who attended a KIPP middle school? 	<p>For each student we are requesting the following information in the grades and school years noted above:</p> <ul style="list-style-type: none"> • A unique student code that is constant across school years, including previously provided data. • Campus name • Grade level • Scaled scores for all subjects for all statewide assessments • Any other student assessment scores (e.g., end of course) • SAT and/or ACT assessment scores (as available) • Other test information (as available): <ul style="list-style-type: none"> ▪ whether a study guide was needed ▪ test accommodations ▪ test waivers ▪ test postponements ▪ reason for not taking exam (i.e. score code information) ▪ language version ▪ when test was administered • Number of days absent • Number of days enrolled • Limited English Proficiency (LEP) indicator • Free/Reduced Price Lunch Indicator 	<p>The study will examine these questions using rigorous quasi-experimental methods. Mathematica will use administrative data to identify a comparison group of similar district students who attend traditional public schools. To deal with underlying differences between KIPP students and comparison students, Mathematica will explore a variety of quasi-experimental methods. The primary method is a propensity score matching approach to narrow the comparison group to non- KIPP students who resemble the KIPP students in key observable characteristics. Specifically, each KIPP student in district will be matched with a non-KIPP district student who had a similar likelihood (i.e. propensity score) of enrolling in a KIPP school. Analytically, Mathematica will employ a difference-in-difference approach.</p>

Question	Variables	Analysis
	<ul style="list-style-type: none"> • Title I indicator • Special education indicator • Bilingual program indicator • Race and ethnicity • Sex • Disciplinary record • Dropout indicator • Promotion Indicator(s) • High school graduation indicator • Post-secondary matriculation, if available 	

As shown in the table, this project requires the use of de-identified student-level data on students' test scores, 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 the KIPP Charter School network on student achievement.

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 charter school attendance, school closure, and cyber-school attendance.
2. To assess impacts of the KIPP Charter School network on student achievement. 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 November 17th, 2014 regardless of the date of execution, and be completed on December 31st, 2015, 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.
 - 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 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 public dissemination/release, if requested in writing by the State at least thirty (30) days before scheduled release, and subject to the following, 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 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, 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 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 34 CFR Part 99.

The State acknowledges that, under the disclosure provisions of the National School Lunch Act, 42 USC § 1758(6), and related implementing regulations, 7 CFR 245.6(f)(2), Mathematica is authorized to receive the free and reduced price meal eligibility information that Mathematica is requesting pursuant to this Agreement.

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, 2015.

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 applicable state and Federal laws, Requestor designates **Gregory Chojnacki and Ira Nichols-Barrer** the temporary custodians 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. **Gregory Chojnacki and Ira Nichols-Barrer** 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 **Gregory Chojnacki and Ira Nichols-Barrer** 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 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 data obtained under this Agreement upon termination of the Agreement. Requestor will destroy all data obtained under the Agreement and addenda when no longer needed for the purpose for which it was released by the State. 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 data security breach (defined in section 2(j) below) or suspected data security breach, but in no event no later than twenty-four (24) hours after Requestor learns of the 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 data security breach shall

have occurred when there has been unauthorized acquisition of unencrypted PII data (electronic or otherwise) used in performance of this Agreement, or in any subcontract between the Requestor and any of Requestor's agents, which compromises the 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-S (Feb. 17, 2009), codified at 42 USC Sections 300jj et seq.; Sections 17901 et seq., or 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 data security breaches or attempted data security breaches to the State's point of contact under Article X herein. 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. This paragraph shall only apply to Requestor's agents, if any, who will access PII received from the State under this 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. Mathematica will be reporting findings to the Colorado Department of Education and the Knowledge is Power Program (KIPP) charter school network, 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 attendance at a KIPP charter school on student achievement, behavior and attitudes.

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, resulting from Mathematica's 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: Mathematica Policy Research
Gregory Chojnacki
Research Analyst
111 E. Wacker Drive, 9th Floor
Chicago, IL 60601
Phone: 312-585-3302
Email: GChojnacki@mathematica-mpr.com


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 Mathematica Policy Research, Inc., represented by Director of Subcontract Operations, Julius Clark, agree 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


Julius Clark
Director of Subcontract Operations
Mathematica Policy Research, Inc.

Appendix A. Data File Description

A unique student code that is constant across school years

- Campus name
- Grade level
- Scaled scores for all subjects for the following tests where available: Colorado Standards and Assessment Program (CSAP) / Transitional Colorado Assessment Program (TCAP) reading, writing, math and science
- Any other student assessment scores (e.g. end of course)
- SAT and/or ACT assessment scores (as available)
- Other test information, including whether a study guide was needed, test accommodations, test waivers, test postponements, reason for not taking exam (i.e. score code information), language version, and when the test was administered
- Limited English Proficiency (LEP) indicator
- Free/Reduced Price Lunch indicator
- Title I indicator
- Migrant indicator
- Special education indicator
- Bilingual program indicator
- ESL indicator
- Gifted/Talented indicator
- Race and ethnicity
- Sex
- Disciplinary record
- Dropout indicator
- Promotion indicator(s)
- High school graduation indicator
- Post-secondary matriculation, if available