

Data Sharing Agreement

Providing for the disclosure of personally identifiable information about students or family members

Project Name: Beaverton School District Dual Language Impact Evaluation

Data Provider (Organization Name)

Name: Beaverton School District
Address: 16550 SW Merlo Road, Beaverton, OR 97003

Data Requester

Name: Education Northwest
Address: 1417 NW Everett St., Suite 310; Portland, OR 97209

Primary Project Lead

Name: Jason Greenberg Motamedi
Title: Practice Expert
Phone: (503) 275-9493
Email: J.G.Motamedi@educationnorthwest.org

This data sharing agreement is entered into between our two organizations for the purpose of (check one):

- Research to improve instruction with Education Northwest conducting studies for, or on behalf of, educational agencies or institutions
- Evaluation of a federal- or state-supported education program with Education Northwest acting as an authorized representative of the agency providing the requested data
- Contractually fulfilling institutional services or functions outsourced by the school with Education Northwest serving as a school official

The provisions of the agreement are intended to ensure compliance with applicable federal and state laws and regulations protecting the privacy of citizens including the Family Educational Rights and Privacy Act (FERPA). Personally identifiable information obtained in any form will be maintained and transmitted in a secure manner, in compliance with Education Northwest's Procedures Manual, Section 303-4, *Maintaining Security of Personally Identifiable Student and Family Information*. Such data will be used only for the purposes of the project named above and only by representatives of Education Northwest who need access to fulfill the stated purposes. Access will be allowed according to their role in the project: initial review and partial de-identification, data cleaning and preparation or similar support, research analysis and reporting, non-disclosure review, and technical support. Education Northwest will not re-disclose any information in a personally identifiable way.

An attached statement by the Primary Project Lead describes the following elements of the data sharing agreement and is included in this agreement by reference:

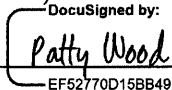
- **Purpose of Agreement**, stating the project goals and expected benefits to students, educators, researchers, or other groups. Identify the funding organization and the name of the organization(s) for which Education Northwest is conducting the project for.
- **Proposed Research Study or Technical Assistance**, describing the scope of work and, where applicable, statistical methods for analysis, how results will be reported, as well as to whom. Also, the justification for requesting personally identifiable information (PII) is provided.
- **Description of Data** being requested by Education Northwest, defined by categories of data with examples of specific fields, as well as other parameters such as years of data being requested. Other data sources that will or may be combined with the requested data are indicated.
- **Period of Agreement**, stating start and end dates for the term that the data are needed for analysis, publication review, potential research audits, or other needs relevant to the named project and the means for disposition of the data at the end of the term.

All of the provisions stated above and in the Primary Project Lead Statement that has been incorporated by reference are in effect unless amended by written agreement.

Education Northwest Representative [authorized signer]

Name (printed): Patricia Wood

Title: Chief Executive Officer

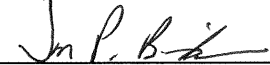
Signature:  EF52770D15BB491...

Date: 4/22/2022

Representative of the Organization that Is Providing Data [authorized signer]

Name (printed): Jon P. BRIDGES

Title: ADMIN. FOR ACCOUNTABILITY

Signature: 

Date: 4/25/2022

Education Northwest FERPA Compliance Review: 

Education Northwest Finance Office Review: 

Purpose of Agreement: Since 2015, Education Northwest has partnered with Beaverton School District (BSD) to support their English language learner (ELL) program by supporting the development of “road maps” for implementing language services, and by describing a pilot project at Meadow Park Middle School that positions ELL specialists to act as case managers for ELL students. More recently, we partnered to identify the English language development (ELD) program models that are most effective at improving ELL student educational outcomes and the amount of instructional time each program model requires to be effective. This study found that in elementary grades, dual language and co-teaching programs were more likely to promote long-term English language acquisition than pull-out programs.

As a result of this study and other national research that supports dual language education, administrators and staff members from the BSD multilingual department requested that Education Northwest conduct a longitudinal dual language program impact evaluation, which will examine the effect of participation in BSD’s Spanish-English dual language (DL) program on student assessment scores, reclassification rates, and graduation, among other outcomes. This research will also explore how impacts differ by school and dual language model, and we will work with district and school staff to identify the specific components of DL programs or schools which are related to student success.

This research will establish a pre-COVID-19 baseline for BSD’s dual language programs, while building the district’s capacity to continue this work in the future. This will allow BSD educators to hone their dual language programs and improve outcomes for EL students, elevating these student’s linguistic and community assets.

Proposed Research Study:

The research addresses two research questions:

1. How do students who participate in Spanish-English dual language programs perform on selected academic outcomes (including assessment scores, reclassification, graduation, and post-secondary outcomes) in comparison to peers who do not participate in dual language programs?
 - To what extent do students who participate in dual language programs report feelings of self-efficacy and belonging in student climate survey differently than peers who do not participate in dual language programs.
2. How do differences in academic outcomes vary by student characteristics and program, including:
 - English language learner status (current, former, ever-, or never-ELL)
 - Student demographic characteristics (race/ethnicity, gender, home language)?
 - Dual language program model (one-way and two-way)?
 - Elementary school, including comparisons between dual language schools (Aloha-Huber Park, Barnes, Vose), and English immersion schools.

The information from this study will provide BSD and school administrators with important policy relevant information, for example, examining the difference between one-way (primarily Spanish speakers) and two-way (mixed English and Spanish speakers) dual language programs which can inform program design.

Depending on the outcomes of this study, Education Northwest will work with BSD and school administrators to design follow up studies to identify school-specific differences that are related to student performance, for example hiring practices or multitiered systems of support (MTSS) systems.

This study will employ descriptive statistics and quasi-experimental designs (QED) to explore the extent to which participation in DL is associated with academic achievement outcomes. Specifically, using a longitudinal model, the study will compare the academic outcomes of students who enroll in BSD DL programs in kindergarten with a matched group of students who do not enroll in DL.

The evaluation team will provide BSD with reliable and valid data through regularly scheduled meetings and will work with BSD on an ongoing basis. We will establish specific timetables and indicators for tracking the implementation and influence of the effort. These documents will align the evaluation with project activities and monitor progress toward achieving objectives. A final evaluation report will document accomplishment of project goals and objectives. In addition, Education Northwest staff will present study findings to BSD administrators and at ELL Alliance meetings after completion.

The FERPA exception allow us to have access to this data is to improve instruction with Education Northwest conducting studies for, or on behalf of, educational agencies or institutions

Description of requested data: We will address the research questions by analyzing data from BSD. The dataset covered by this agreement is student-level administrative data from BSD. This dataset will include annual student-level data from all students (including current, former, and never-ELs) attending BSD schools from 2004/05 to the 2018/19 school years.

Table 1. Requested data elements

Sample: All 2004/2005 – 2018/2019 K-12 students	
Student identifiers	
SSID	Unique student id with most updated id for each student, used to match between BSD files
School year	School year identifier
School code	Unique school identifier
Grade	Student grade
Enrollment and demographic data	
Annual dual language enrollment	This variable will identify which students were enrolled in a dual language program annually and the type of dual language program

Days eligible	Number of days student was eligible for attendance
Days attended	Number of days student was present
Days absent	Number of days student was absent
Gender	Student gender
Race/ethnicity	Student race/ethnicity
Economically disadvantaged status	Indicator for whether a student is eligible for free and reduced-price lunch
Special education status	Indicator for whether a student has an individualized education program
Migrant education status	Indicator for whether a student is in a migrant education program
Graduation data	
9th Grade on track indicator	Indicates whether student is on track to graduation in Grade 9
Diploma type	Indicates regular, modified, adult high school, extended
Graduate flag	Indicates whether student graduated with regular diploma
Dropout flag	Indicates whether student was a dropout for the school year
Enrollment end date, code, and status	Code, status, and date of ending enrollment
Exit date	Date of exit event
English learner/LEP data	
English learner status	Code that indicates English learner status
Home language	Home language
EL services program name or waiver	We will use EL services program name to indicate other (non-DL) EL program models, including waiving services
Start and end date of services	Start and end date for EL services received
National Student Clearinghouse data (Data from 2018 to 2021)	
College code	College code/branch
College name	Name of college student attended
College state	State of college
2-year/4-year	Type of college
Public/private	Type of college
Enrollment begin date	Date of enrollment
Enrollment end date	Date enrollment ended
Enrollment status	For example: full time, half time
Degree title	Title of degree received
Assessment information	
Smarter Balanced ELA and Math, Spanish language assessments, English screener	
Grade level	Student's grade level when s/he takes the test
Test date	Date the student took the test, at least month and year
Test subject	Subject of the test: math/reading
Test language	(e.g., Spanish)
Test score	Scale score
Performance level	Student's performance level
English language proficiency screener data	We will use EL screener data, such as the Woodcock-Muñoz, as a matching variable, data should include scale scores and proficiency descriptors
Spanish language assessment scores	We will use Spanish language assessment scores, such as STAMP tests, as outcome data

Other assessment information	Other assessment as available
ELPA and ELPA 21 assessment information	
Grade Level	Student's grade level when s/he takes the test
Test date	Date the student took the test
Domain Test subject (ELPA21 only)	Description of domain tested (reading, writing, speaking and listening)
Domain Test score (ELPA21 only)	Raw and scale score for each domain
Performance level (ELPA21 only)	Student proficiency level for each domain
Composite Score (ELPA only)	Student's aggregated ELPA score
Performance descriptor	Student's overall proficiency descriptor. ELPA (Early Intermediate, Intermediate, Early Advanced, Advanced). ELPA21 (Emerging, Progressing, Proficient)
Other Information	
SIFE flag	Indicator if student had interrupted formal education
Student climate survey data	We will use student climate survey data to supplement data interpretation, if available

Statements of data security and confidentiality

All parties are authorized to share identifiable student information to conduct research studies to improve instruction as permitted under the Family Educational Rights Privacy Act, or FERPA (20 U.S.C. § 1232g; 34 CFR Part 99). The parties understand and agree to be in compliance with the applicable provisions of 34 CFR Part 99 and 5 U.S.C. 552a (Privacy Act of 1974) regarding the misuse of confidential information.

All parties agree that all PII exchanged will be protected, stored, disposed of, and otherwise kept confidential, as required by applicable state and federal law, including FERPA.

Individual student data shall be stored in accordance with each party's established privacy protection procedures. At Education Northwest, the data will be placed on a secure terminal server. Any security breach, loss, or misuse of PII requires notification of the affected parties. Such notifications will be undertaken jointly among the parties to this Data Sharing Agreement, after consultation with the impacted agencies. The study shall be conducted in a manner that does not permit personal identification of students by anyone other than representatives of a party with legitimate interests. The offices, employees, and agents of each party may use PII from the other signatory's education records only for the purposes of the study as stated in this data-sharing agreement. PII received from another party will be retained only as long as required for the study and will be destroyed on termination of this agreement. Each party acknowledges that if it violates these conditions, it will not be allowed access to PII from education records for at least five years.

Data transfer and storage

Student-level data from Beaverton School District will be stored on Education Northwest's secure data servers. Education Northwest researchers reach the terminal server from their regular office workstations by Remote Desktop Services (RDS) with all applications, data processing, and data storage kept on the terminal server which is in a locked area limited to IT

staff. Offsite Education Northwest employees have access to terminal server using remote desktop protocol (RDP) over virtual private network (VPN) connections with the data, applications, and processing software housed on Education Northwest's secure server. PII data is strictly prohibited from being stored on the individual computers of employees.

Data are used only for the purposes of the project, described in the data-sharing agreement, and only by representatives of Education Northwest who need access to fulfill the stated purposes. Data are stored in project folders on the terminal server, and only accessible by project staff members approved to work on the specific project. Data cannot be extracted from a computer file or database by unauthorized individuals.

Researchers can request the transfer of files from the terminal server only if they contain summary data derived from individual-level records. Disclosure avoidance techniques (such as suppression of small values or blurring by collapsing variables or rounding) must be used to remove confidential information and prevent re-identification of individuals. Education Northwest complies with rules for minimum group size established by the relevant data providers and by the Institute for Education Science (IES).

Education Northwest complies with applicable federal and state laws and regulations protecting the privacy of study participants, including the requirements of the Family Educational Rights and Privacy Act (FERPA). All personally identifiable information (PII) exchanged will be protected, stored, disposed of, and otherwise kept confidential, as required by applicable state and federal law.

Period of Agreement: The period for this data sharing agreement is from April 20, 2022 to January 31, 2023. Education Northwest will destroy and/or return to BSD all data covered under this data sharing agreement by or before January 31, 2023.

Termination

- This Agreement may be terminated at any time by mutual written agreement of the Parties.
- Any Party may terminate this Agreement upon 30 days written notice to the other Party.
- Any Party may terminate this Agreement immediately if Education Northwest, or any of its officers, employees, or agents, discloses or uses the information provided pursuant to this Agreement in any way other than as provided in this Agreement or if any such use or disclosure violates any applicable state or federal laws.
- Any Party may terminate this Agreement immediately if Education Northwest, or any of its officers, employees, or agents, discloses or uses the information provided pursuant to this Agreement in any way other than as provided in this Agreement or if any such use or disclosure violates any applicable state or federal laws.
- This agreement may be renegotiated to incorporate change upon notification in writing to all signatory organizations and approval by all signatories.

