

Data Sharing Agreement

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

Project Name: Beaverton School District Math Curricula Evaluation

Data Provider(Organization Name)

Name: Beaverton School District
Address: 1260 NW Waterhouse Ave. Beaverton, OR 97006

Data Requester

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

Primary Project Lead

Name: Ming Yin, Ph.D.
Title: Senior Researcher
Phone: (503) 275-9631
Email: ming.yin@ednw.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

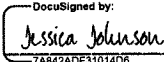
The provisions of the agreement are intended to ensure compliance with applicable federal and state laws and regulations protecting the privacy of citizens including the Family Educational Rights and Privacy Act (FERPA). Personally identifiable information obtained in any form will be maintained and 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 Jessica Johnson Title: Chief Executive Officer
 Signature:  Date: 3/8/2023

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

Name (printed): H. Cordie Title: Deputy Supt.
 Signature:  Date: 03.07.23

Education Northwest FERPA Compliance Review: _____

Education Northwest Finance Office Review: _____

Primary Project Lead Statement

Purpose of agreement: Education Northwest supports Beaverton School District (BSD) to evaluate the current state of K-12 school math instruction in the district, examining its impact on student outcomes, and the current needs of BSD’s educators and students. The evaluation will attempt to answer three questions that are outlined in Table 1.

Table 1. Research questions and data sources

Research Question	Data source(s)
<p>Are the district curricular materials and resources being utilized across the district by all educators? Does utilization differ by school or grade band?</p>	<ul style="list-style-type: none"> ▪ Teacher surveys (conducted by Education Northwest, not covered by this data-sharing agreement) ▪ Teacher observations (conducted by Education Northwest, not covered by this data-sharing agreement) ▪ Student focus group (conducted by Education Northwest, not covered by this data-sharing agreement)
<p>What are the academic, social emotional learning (SEL), and post-secondary outcomes of students who have experienced the current math curricula?</p>	<ul style="list-style-type: none"> ▪ Student focus group (conducted by Education Northwest, not covered by this data-sharing agreement) ▪ Student-level end-of-year achievement outcomes, course performance outcomes, high school math course enrollments and post-secondary outcomes provided by the district ▪ BSD student survey (conducted by BSD)

Proposed analysis/use of the data:

We will conduct descriptive and regression analysis to look at correlations between math curriculum implementation and student achievement on academic and SEL outcomes, controlling for student demographic, academic, and behavioral characteristics.

Description of requested data:

We are requesting deidentified, student-level demographic and assessment data for all K-12 students enrolled in district schools starting in with the 2015/16 school year through the 2022/23 school year.

Table 2. Requested data and description

Student identifiers (One record per student)	
Deidentified Student ID	We will use the student ID to uniquely identify students and link data across the requested data collections (e.g., Student demographic data, Student academic data, etc.)
School year	School year identifier
School attended	We will use school name as a matching variable to merge with teacher data
School code	Unique school identifier
Grade level	Student grade
Classroom/teacher identifier	Need the information to link with teacher survey data
Student demographic data (One record per student)	
Date of birth	We will use the student DOB to identify student age
Gender	Indicator of male/female is an important background characteristic.
Race/ethnicity	Federal race/ethnicity definition
Free or reduced lunch eligibility	Yes or no
English learner status	Receiving services, exited, or no services
Special education status	Yes or no
Student academic data (One record per student per year)	
Attendance rate	Percentage of days attended or similar measure
Suspension	Count of suspensions
Standardized end-of-year math achievement	Oregon state assessments (grades 3-8, 11), Smarter Balanced Math (including test grade level, test date, test score and performance level), PSAT or ACT math (grade 11)
All math course performance	Pass/fail rates, local end-of-course exams (if available), high school math credit accrual beyond graduation requirements
High school math course enrollment	Advanced Placement, Dual credit/enrollment, Other advanced math courses
Graduation data (One record per student)	
9 th Grade on track indicator	Indicator for whether student is on track to graduation in Grade 9
Diploma type	Indicator of regular, modified, adult high school, extended
Graduate flag	Indicator of whether student graduated with regular diploma
Dropout flag	Indicator of 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
Postsecondary outcome/National Student Clearinghouse data (data from 2017 to 2023)	
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 of enrollment ended

Enrollment status	Full or part time
Degree title	Title of degree received
Other student outcome (One record per student)	
Student SEL	BSD student survey items or scales related to math self-efficacy, identity, and belonging, including open-ended questions
Other Collection, if available (One record per student per year)	
Deidentified Student ID	We will use the student ID to uniquely identify students and link data across the requested data collections (e.g., Student demographic data, Student academic data, etc.)
School year	School year identifier
School attended	We will use school name as a matching variable to merge with teacher data
School code	Unique school identifier
Grade level	Student grade
Classroom/teacher identifier	Need the information to link with teacher survey data (might need to check with the district)

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: Education Northwest and BSD will conduct the study from January 1st 2023 to December 31st 2023. We will retain data for one year after the completion of the study. Therefore, the data sharing agreement should become effective upon signature of both parties and terminate on December 31st 2024. Upon termination of this agreement, Education Northwest shall cease the use of the data. Evaluators shall delete all files within one month from the data of agreement termination, no later than (January 31st 2025).

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.

