

Data Access Agreement for Research Purposes

This Data Access Agreement is between partners United Way of Tucson and Southern Arizona (UWTSA) and Amphitheater Public Schools (known as “the district”).

Purposes

Cradle to Career is a broad-based community effort to improve outcomes for students who live in the communities served by the districts in Pima County. The mission of the community partners, anchored by UWTSA, is to prepare every child for success in school and life ensuring the economic vitality of our community. Specific outcomes and indicators selected by the Leadership Council will be tracked and reported annually. This data, in addition to other select data variables provided at intervals to be determined, will also guide the work of Change Networks within each goal area that will be working to identify and implement effective strategies to reach mutually set goals. Data is a critical component and driving factor with respect to the work of the Cradle to Career Partnership. With this broad purpose in mind, this agreement is meant to:

- Establish a working relationship between the Districts and UWTSA;
- Identify and support research studies that UWTSA will perform for and on behalf of the Districts to improve instruction;
- Authorize the use of specified student information, whether that is personally identifiable student data or de-identified student-level data, to UWTSA for use in research studies; and
- Protect against unauthorized access to and disclosure of personally identifiable student information and de-identified student-level data.

Structure of the Cradle to Career Partnership for Pima County.

The community partners participating in Cradle to Career have formed the following subgroups to assist in the mission:

- A. Leadership Council – comprised of leaders representing educational, business, political, faith-based, nonprofit, government, and community institutions acting as the governing and empowering body of the partnership;
- B. Backbone Organization – UWTSA will serve as the “Backbone,” providing key staff, data support and facilitation;
- C. Change Networks – groups of practitioners working collectively on key strategies to improve priority outcomes within schools.
- D. Learning Labs – individual organizations or other community collaborations working collectively to share knowledge with C2C about effective practices not being addressed by Change Networks
- E. Data and Research Team
- F. Support Teams

The partnerships goals are set by the Leadership Council after reviewing data and conducting a landscape analysis of efforts already in existence from which to build upon.

AGREEMENT

1. Project Authorizations

- 1.1 The Parties shall enter into a separate agreement, called a Project Authorization, for each research study conducted by UWTSa using data provided by the District that includes but is not limited to personally identifiable information.
- 1.2 The terms and conditions contained in each Project Authorization shall be incorporated into this Agreement and become binding on the Parties.

2. Scope of Information to be Used

- 2.1 All data fields and files to be accessed, including but not limited to Personally Identifiable Information, will be delineated in each Project Authorization.
- 2.2 UWTSa will only access and utilize District information as detailed in Project Authorizations.
- 2.3 All Cradle to Career Partnership Projects as well as other District initiated data research projects will be approved by the District Superintendent or designee through a Project Authorization.
- 2.4 As used in this Agreement, “Personally Identifiable Information” or “PII” means that student information identified as such in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec 1232g, and specifically in the definition of “Personally Identifiable Information” in 34 C.F.R. 99.3. This definition encompasses information that can directly identify students including, but not limited to, names, addresses, and identification numbers as well as information that can result in the indirect identification of a student such as parents names or any specific piece of information or linkages of information that could result in a reasonable member of the community being able to identify a student.
- 2.5 In addition to PII, UWTSa and the District may classify other information as confidential in the Project Authorization and will be subject to the same confidentiality and privacy requirements

3. Research Studies to Improve Instruction

- 3.1 UWTSa will perform research for and on behalf of the District in conjunction with The Cradle to Career Partnership.

- 3.2 Subject to sections 5.8 and 5.9 hereof, UWTSA will provide its Districts research analysis that contains PII to, and only to, the Districts so that it can assess how it may better serve its students through improved instruction and other educational strategies.
- 3.3 The research analysis UWTSA will provide to the Districts will primarily focus on longitudinal measures of progress related to student educational outcomes. UWTSA will use District data to understand educational trends across not only the Districts, but the County as a whole. UWTSA will provide that analysis to the Districts to inform instruction strategies for improving educational outcomes in the Districts.
- 3.4 UWTSA will use county-wide, aggregated data for policy initiatives focused on supporting the efforts of schools and advocating for best practices to support effective instructional practices. UWTSA will also provide analyses that are useful to the District in informing education policies and practices, such as comparative analysis of the District with the county-wide aggregate. UWTSA will NOT share, present, or publish District-specific data and results with any entity except the District without explicit consent from the District Superintendent.
- 3.5 UWTSA shall be solely responsible for obtaining any necessary review and approval by an institutional review board for research studies involving human subjects.

4. Data Access Policy and Procedure

- 4.1 To assess progress in the District, the District will share specified raw data files and fields with UWTSA, some of which will contain PII. The particular data files and fields to be shared will be specified on a Project basis as outlined in each Project Authorization and will depend upon the nature of the questions to be addressed by UWTSA.
- 4.2 Each Project Authorization shall identify all UWTSA officers and employees who will have access to Personally Identifiable Information during the research project described in the Project Authorization, and shall specifically identify the UWTSA officer or employee whom UWTSA has designated to be the custodian of the PII obtained from the District for the project. The custodian and other UWTSA personnel who have access to PII shall understand the confidential nature of PII; understand the legal obligations regarding PII under FERPA, Arizona law, this Agreement, and the Project Authorization; have received training from UWTSA regarding those obligations; and comply with the aforementioned obligations.
- 4.3 Only UWTSA officers and employees with a legitimate interest in PII, as demonstrated by the parameters of the Project Authorization, shall view the PII related to a research project.
- 4.4 Execution of the Project Authorization by the District's Superintendent or designee and UWTSA emailed as a PDF, hand-delivered in hard copy or mailed in hard copy will be the only acceptable authorization for the release of PII to UWTSA. Contained within the Project Authorization will be: the project title, the purpose and scope of the project, the duration of the project, each data field to be accessed and the time period of the data to be accessed (School Years).

- 4.5 Project Authorizations are only valid if this Annual Agreement is signed by the District Superintendent and on file at UWTSA.
- 4.6 UWTSA may authorize third-party providers of software or technology services to host data and/or applications for the purpose of aggregating, analyzing, presenting, or otherwise managing data in the course of performing duties under this agreement. Third-party providers will be disclosed in the Project Authorization. To the extent that the third-party has access to PII or confidential information as defined the Project Authorization, the third-party will be subject to non-disclosure and data security requirements.

5. Data Security and Protection of Privacy

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, UWTSA, Districts, and their designees as listed in the Project Authorization (Custodians) agrees to the following in compliance with FERPA in general and 34 C.F.R. 99.31 (a) (6) specifically:

- 5.1 Custodians will comply with provisions of FERPA and Arizona law as they apply to PII. 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.
- 5.2 Method of Transfer. No personally identifiable data will be collected or stored by Custodians through email from the District. Custodians will not transfer any Personally Identifiable Data through email. All District data reports that contain Personally Identifiable Information will be conveyed to UWTSA via secure FTP site or by physical media (hard drive, USB drive, CD, DVD) and such physical media will be encrypted or each file contained on the media will be encrypted.
- 5.3 When data is being transferred, a continuous chain of custody will be maintained until the data reaches its destination.
- 5.4 Custodians will not store data on physical storage devices that are not password protected and encrypted. Custodians will not store, transmit, or shared data on an unsecure cloud based software program. However, UWTSA will not bear responsibility for safeguarding information that is publically available, that is not an Education Record or PII, that is obtained by UWTSA from third parties without restrictions on disclosure and is not obviously PII, or is required to be disclosed by order of a court or other governmental entity.
- 5.5 Passwords and encryption keys will be held closely by only those persons listed in the Project Authorization and will remain secured. No password or encryption key will be transmitted via email or stored in an unsecured manner whether electronic or otherwise.
- 5.6 Custodians will use Personally Identifiable Information shared under this Agreement for no purpose other than to meet the objectives of the research study specified in the Project

Authorization. Non-Personally Identifiable Information will be used for purposes defined in the Project Authorization and may also be used by UWTSA, in aggregate form, for county-wide Cradle to Career Partnership projects.

- 5.7 UWTSA will conduct research studies having Project Authorization in a manner that does not permit personal identification of students or parents by anyone other than representatives of UWTSA with a legitimate interest, as defined in the Project Authorization, in the information and the District.
- 5.8 UWTSA will not disclose Personally Identifiable Information in any manner that could identify, directly or indirectly, any individual student or parent except as authorized by FERPA and provided for in a Project Authorization. In such cases, the Project Authorization will clearly specify the information to be disclosed, the entity receiving the information, if other than the District, and the purpose of the disclosure.
- 5.9 UWTSA has the right to present, publish, or use the data it has gained in the course of the research for and on behalf of the District under this Agreement, but UWTSA may only present, publish and use the data in an aggregated form, with no Personally Identifiable Information, with all other participating county districts and schools. UWTSA may present or publish non-PII data comparing or listing specific districts and/or school specific information as specified in the Project Authorization.
- 5.10 UWTSA will not provide any data obtained under this Agreement to any entity or person that UWTSA knows is ineligible to receive data protected by FERPA.
- 5.11 UWTSA will destroy or return all data files and hard copy records to the District that contain Personally Identifiable Information and purge any copies of such data from its computer system:
 - 5.11.1 Immediately upon termination of this Agreement, either by expiration or as provided herein or
 - 5.11.2 Within 30 business days after Personally Identifiable Information is no longer needed for the purposes stated in the Project Authorization.
 - 5.11.3 If requested, UWTSA shall provide to the District an affidavit confirming the destruction and/or return of PII within 10 business days of such request.
- 5.12 UWTSA understands that the Agreement does not convey ownership of the District's data to UWTSA.

6. Term of Agreement

This Agreement shall commence upon the date of signature by the District's Superintendent and the UWTSA Chief Executive Officer. This Agreement will terminate on July 31, 2018. Thereafter the Agreement shall annually be reviewed and executed no later than August 1, 2018 for the subsequent school calendar year. All subsequent Agreements shall be for 12 months.

7. Termination

Either Party may immediately terminate this Agreement, a Project Authorization, or both, at any time for any reason, by written notice to the other Party. Termination of the Agreement, a Project Authorization, or both shall not abrogate any remedy provided for in the Agreement.

8. Payment

UWTSA will not charge the District for the work being performed for and on behalf of the District as it relates to the Cradle to Career Partnership.

9. Nondiscrimination

The Parties 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 aspects 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 a 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. In the event that either Party refuses to comply with this provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other Party.

10. Assurances and Notifications

- 10.1 The Parties agree that all activity pursuant to this Agreement shall be in accordance with this Agreement and all applicable current or future federal, state, and local laws, and all applicable rules and regulations.
- 10.2 By signing this Agreement, UWTSA represents to the District that it has not been previously determined by a court of law, administrative agency, hearing officer, or similar decision-maker, to be in violation of FERPA, Arizona law, or federal or state regulations governing the handling and disclosure of PII, and that no court of law, administrative agency, hearing officer, or similar decision-maker has determined that the conduct of UWTSA or its officers or employees have caused any district to be in violation of the laws and regulations governing PII. If any such determination is made during the term of this Agreement, UWTSA shall immediately notify the District.
- 10.3 UWTSA shall notify the District immediately if UWTSA determines that PII has been improperly disclosed to UWTSA personnel who do not have a legitimate interest in the PII or to any third party. This requirement applies to PII provided by any source, not just the District.

10.4 UWTSa shall notify the District immediately if UWTSa determines, or if a court of law, administrative agency, hearing officer, or similar decision-maker determines, that UWTSa has improperly disclosed PII that UWTSa obtained from the District. The Parties agree that this notification requirement survives the expiration of the term of this Agreement.

11. Responsibility for Improper Disclosure of Personally Identifiable Information

UWTSa shall be solely responsible for damages caused by the improper disclosure of PII that is caused by the conduct of UWTSa, its board members, officers, employees, or agents. UWTSa agrees to indemnify the District and hold the District harmless for any damages caused by the improper disclosure of PII that is caused by the conduct of UWTSa, its board members, officers, employees, or agents, and to defend the District against such claims for damages. The parties agree that the terms and requirements in this Section 11 survive the expiration of the term of this Agreement.

12. Right to Audit

The District, through its designated employees or agents, shall have the right to audit UWTSa's compliance with this Agreement. The District shall give UWTSa 10 business days' notice of its intent to audit UWTSa's compliance. UWTSa shall cooperate fully with such audit.

13. Disclosure of this Agreement

The Parties understand that this Agreement, once executed, as well as all Project Authorizations, are public records. The District will disclose this Agreement and Project Authorizations when a public records request is made for such documents. The District may, even in the absence of such a request, disclose this Agreement and Project Authorizations, including, without limitation, by posting them on its website.

14. Survival

Notwithstanding anything to the contrary in this Agreement or Project Authorization, the rights and obligations contained in the following sections and subsections of this Agreement shall remain in effect after this Agreement or UWTSa Project Authorization is terminated, and after a project has been completed: Subsection 1.2, Section 2, Subsection 3.2, Subsection 4.3, Section 5, Section 8, Section 10, and Section 11.

15. Entire Agreement

This Agreement, along with incorporated Project Authorizations, constitute the entire agreement among the Parties with respect to the subject matter hereof and supersedes any prior agreement or understanding among the Parties with respect to such subject matter.

16. Amendment

This Agreement shall not be modified or amended except by written agreement executed by both Parties.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed the Agreement by having their representatives affix their signatures below.

Amphitheater Public Schools

By: Todd Jaeger

Signature: _____

Title: Superintendent

Date: _____

United Way of Tucson and Southern Arizona

By: Tony Penn

Signature: _____

Title: President and CEO

Date: _____

Attachment A: Example of Project Authorization Form



DATA RESEARCH PROJECT AUTHORIZATION

Cradle to Career Partnership

This Project Authorization authorizes **United Way of Tucson and Southern Arizona (UWTSA)**, operating under the previously executed **DATA SHARING AGREEMENT** between UWTSA and Amphitheater Public Schools (the District) to access and analyze student level data for the following:

PROJECT TITLE: CRADLE TO CAREER PARTNERSHIP

PROJECT DURATION: JAN 2016-JAN 2019

PURPOSE: To assess chronic absenteeism and 4- and 5- year graduation rates for high school students in the Community Schools Initiative. These data will be collected by UWTSA and will be submitted to the Cradle to Career initiative as a community schools cohort. Upon receipt of the XXXX reports, UWTSA will provide analyses of the report for the District. UWTSA will also use the District data aggregated with all other participating Pima County districts and schools in developing and reporting a county-wide high school graduate college matriculation, persistence, and graduation profile. This report will be released to the public and will only include aggregated data and data only disaggregated by the following subgroups: *list Subgroups*, if such disaggregation does not result in students being reasonably identifiable.

DATA CONTAINED IN THE FOLLOWING SCHOOL YEARS: 9 school years: '15-'16; '14-'15; '13-'14; '12-'13; '11-'12; '10-'11; '09-'10; '08-'09; '07-'08.

SPECIFIC DATA FIELDS TO BE ACCESSED FOR THIS PROJECT:

List Data Fields

UWSTA PERSONNEL WITH ACCESS TO PERSONALLY IDENTIFIABLE INFORMATION: The following UWTSA personnel have a legitimate interest in having access to the personally identifiable information involved in this project and will have such access:

Jane Doe, Senior Research Associate

John Doe, Executive Director

UWTSA has designated John Smith, Research Associate to be the custodian of PII for this project.

INCORPORATION WITH ANNUAL AGREEMENT The District and UWTSA agree that the Annual Agreement (also known as the “Data Sharing Agreement”) in effect at the time this Project Authorization is executed is incorporated by reference into this Project Authorization, and that this Project Authorization is incorporated by reference into the Annual Agreement.

Amphitheater Public Schools

By: Todd Jaeger

Signature: _____

Title: Superintendent

Date: _____

United Way of Southern Arizona and Tucson

By: Tony Penn

Signature: _____

Title: President and CEO

Date: _____

Appendix A: Tucson Cradle to Career Accountability Structure



Appendix B: FERPA-ready Confidentiality Agreement (Individual Level)

I, _____(Name)_____, employed by _____(Organization Name)_____, understand that as an employee of this organization, I will have access to confidential information on children, youth, and/or adults. I understand, for purpose of this Agreement, “Confidential Information”, whether disclosed prior to, concurrent with, or subsequent to this Agreement and whether acquired directly or indirectly, means any of the following:

- Information collected by above organization in order to provide services to children/youth/adults
- Information provide by partner organization disclosed in order to provide services to children/youth/adults
- School District student data including names, addresses, contact information, demographics, and grades,

I agree

to take all possible steps to preserve strict confidentiality regarding any information to which I have access through my work.

- a. To follow all applicable data privacy policies, procedures, laws, and regulations

never to pass any information obtained as part of my job to anyone outside the organization, unless I have been directed to do so by my supervisor, and the reasons for doing so are clearly understood and comply with this agreement.

to keep all names, contact details and personal information secure.

to use confidential information only for legitimate purposes related to services being provided as an employee of the above organization.

if given access to the data, to only search for confidential information about children/youth/adults who have been assigned to me in connection with my job responsibilities and only if needed to assist the child/youth/adult.

that I will not share any password that might give access to confidential information to an unauthorized person.

that, if given access to the school districts’ student data, to abide by Family Educational Rights and Privacy Act (FERPA) regulations.

that I will not remove any confidential information from work sites.

that when my employment with above organization ends,

to not copy or remove any confidential information from, or keep any confidential information of, the above organization and

to return any confidential information in my possession to above agency and delete any confidential information that I may be storing.

that should I receive information that could constitute a threat or harm, I will promptly inform the appropriate authorities.

I understand that any breach of the above will result in disciplinary action and/or may expose me to a suit for damages in a court of law. I further understand that above organization may terminate my access to confidential information at any time.

Signed _____

Witness Name _____

Date _____

Witness Signature _____

Date _____