

DATA SHARING AND CONFIDENTIALITY AGREEMENT

This Data Sharing and Confidentiality Agreement (as amended, this “Agreement”) is effective as of **August 1, 2021** (the “Effective Date”), between the **River Forest, IL School District 90** (the “Educational Institution”) and Education Development Center, Inc. (the “Researcher”) (each, a “party”; collectively, the “parties”).

R E C I T A L S:

WHEREAS, the Family Educational Rights and Privacy Act (20 U.S.C. §1232g) and its implementing regulations (34 CFR Part 99) (each as amended and in effect from time to time, and including any successor statute, collectively, “FERPA”) establishes a right of privacy for student data based on a rule of non-release of individually-identifiable data to anyone outside the student’s institution or to persons inside the institution who have no legitimate need for the information without the express written permission of the student or, in the case of minors, the student’s legal guardian; and

WHEREAS, FERPA contains an exception to the general rule when information is to be used by organizations conducting studies for, or on behalf of, educational agencies or institutions to: develop, validate, or administer predictive tests; administer student aid programs; or improve instruction. See 20 U.S.C. § 1232g(b)(1)(F) and 34 C.F.R. §99.31(a)(6); and

WHEREAS, this Agreement is entered into pursuant to the relationship between the parties that falls within the exception to FERPA related to studies being conducted for, or on behalf of, educational agencies and institutions; and

WHEREAS, the Educational Institution has provided annual notification to students or their legal guardians, as required by 34 C.F.R. §99.7(a)(2)(iii), that personally identified information in student records can be disclosed without consent to third-parties under the exceptions authorized and set forth in 34 C.F.R. §99.31.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A G R E E M E N T:

1. GENERAL

- a) The Educational Institution will share Confidential Information, as defined and described below, with the Researcher for the sole purpose of conducting a study (the “Study”), as described below. The Study may be conducted by Researcher or its subcontractors, provided that all such subcontractors shall have agreed in writing to observe Researcher’s applicable obligations hereunder.
- b) In connection with this Agreement, each party agrees to comply with all applicable laws and regulations, including, to the extent applicable, FERPA. Without limitation of the foregoing: each party agrees to comply, and agrees to require its personnel to comply, with all applicable laws and regulations relating to the access, use and disclosure of Confidential Information; and Educational Institution represents and warrants (for itself, and on behalf of each its participating schools) that it (and each such school) has obtained all consents and

permissions and has provided all necessary notices in connection with the Study and sharing of Confidential Information hereunder required by all applicable laws and regulations.

2. STUDY PURPOSE AND SCOPE

Math for All (“MFA”) is a teacher professional development (“PD”) program that is designed to assist schools and districts in improving the mathematics achievement of K–5 students who have diverse strengths and needs. The PD introduces participants to a neurodevelopmental framework (Barringer, Pohlman, & Robinson, 2010; Levine, 2002; Pohlman, 2008) as a lens for better understanding individual students’ strengths and needs and the demands of mathematical activities. Utilizing a lesson-study approach (e.g., Fernandez, 2005; Lewis, 2000; Lewis & Perry, 2017), the program teaches teams of general and special education teachers how to collaboratively plan and personalize mathematics lessons to support the achievement of all students (cf., Stevens & Slavin, 1995). Participants engage in in-depth analyses of math lessons, including observation of individual students’ strengths and needs, examination of a lesson’s mathematical goals, and planning, implementing, and reflecting on adaptations for specific mathematics lessons that support the attainment of these goals while being attuned to individual students’ strengths and needs.

The MFA program consists of video case-based curriculum materials and learning activities that form the core of two workshop series for teachers. One workshop series focuses on Grades K–2, and the other on Grades 3–5. Each workshop series involves a total of 40 hours of PD (workshops and workshop-related assignments that participants carry out in their classrooms) over the course of two school years.

The overall goal of this project is to implement, test, and refine strategies for regionally expanding MFA in a variety of settings and with diverse high-need populations in Illinois, and to build local capacity and infrastructure to support the sustainability and continued expansion of the program after this project ends. Building on Coburn’s (2003) framework for scale, our strategies are designed to support the depth, sustainability, spread, and shift to local ownership of MFA, and include (1) training of local staff developers and teacher leaders as facilitators of the program, (2) inclusion of school leaders in the PD for facilitators and teachers, and (3) integration of MFA into the existing PD structures that are part of teachers’ regular work schedules. Research efforts are designed to yield formative findings to help refine the scale-up strategies, provide evidence about MFA’s effectiveness in a variety of settings and for diverse student populations.

The MFA study is being funded by the Education Innovation and Research program at the US Department of Education.

Research/Analytic General Questions

The research questions to be answered with administrative data requested under this agreement (data elements shown in Table 1)

- (1) What is the impact of the MFA PD on student achievement in mathematics?
- (2) How is the impact of the MFA PD on student achievement in mathematics mediated by teachers’ lesson planning and classroom practices?
- (3) How is the impact of the MFA PD on student achievement in mathematics moderated by school, teacher, and student characteristics (e.g., disability status)?

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Methodology

The study design is a randomized controlled trial (“RCT”). River Forest will participate in Cohort 3 of this study. Cohort 3 will begin in the 2021-22 school year and will be used to assess the impact of the MFA PD. Schools are randomly assigned to be provided the MFA PD either in grades K–2 or in grades 3–5. Cohort 3 will be randomly assigned in summer 2021. The implementation period is two school years, so Cohort 3 will span the 2021 – 2023 school years.

Schools that are randomly assigned to have their K–2 teachers receive the MFA PD will be compared to schools where Grades K–2 teachers follow business as usual (“BAU”) routines (and where Grades 3–5 teachers are assigned to receive the MFA PD). Likewise, schools that are randomly assigned to have their Grades 3–5 teachers receive the MFA PD will be compared to schools where Grades 3–5 teachers follow BAU routines (and where Grades K–2 teachers are assigned to receive the MFA PD).

This study will utilize a variety of analytic lenses. Impact analyses using multilevel modeling will follow an intent-to-treat approach. Multiple imputation will be used to address missing data. Exploratory and sensitivity analyses will examine subgroup, interim, mediator, and moderator effects. Qualitative analyses will complement statistical analyses of both the implementation and impact of the MFA program. Fidelity of implementation and cost-effectiveness analyses will provide important insights that will inform the scaling of MFA.

3. CONFIDENTIAL INFORMATION TO BE DISCLOSED TO THE RESEARCHER

Table 1 below outlines the data that EDC is requesting from River Forest School District. The disclosure of identifiable student data under the FERPA studies exception is for the purpose of conducting studies that will help River Forest School District and other school districts to improve students mathematics instruction.

Table 1. Summary of administrative data collection for MFA scale-up study covered under this data sharing agreement

RESPONDENT/DATA ACTIVITY	COLLECTION	TIMING/FREQUENCY
DISTRICT (as part of data sharing agreement)		
<ul style="list-style-type: none"> For all grades K through 5, teacher and student classroom rosters (identified data, part of data-sharing agreement) 		<ul style="list-style-type: none"> Data needed four times over the course of the project: <ul style="list-style-type: none"> October 2021 May 2022 October 2022 May 2023
<ul style="list-style-type: none"> Demographic, enrollment, and attendance data for all students in grades K through 5 (identified data, part of data-sharing agreement) 		<ul style="list-style-type: none"> Data needed for Cohort 3: <ul style="list-style-type: none"> Spring 2021 Spring 2022 Spring 2023
<ul style="list-style-type: none"> IAR and NWEA math achievement data for all students in grades 3 through 5, and if available, NWEA MAP K-2 and mClass 		<ul style="list-style-type: none"> Data needed for Cohort 3: <ul style="list-style-type: none"> Spring 2021 Spring 2022

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RESPONDENT/DATA ACTIVITY	COLLECTION	TIMING/FREQUENCY
math achievement data (identified data, part of data-sharing agreement)		○ Spring 2023
● End-of-school year class grades in mathematics for all students in K through 5		
● 5Essentials teacher data (identified data, part of data-sharing agreement)		● Data needed for Cohort 3: ○ 2021-22 ○ 2022-23

Description of Data Needed and Use of Data for the Mid-Phase Math for All EIR Research Study

Student names are not needed. Student identification numbers, however, are necessary to merge files and track students over the two years of the study.

Data Requested	Use of Data	Research Questions (RQs) Addressed
Classroom rosters: listings of students by teacher classroom (identified by teacher first and last name, and teacher identification number), twice each year, (as of October 1, and May 1) for 2021-2022, and 2022-2023.	Classroom rosters will be used to track the presence of teachers at schools and the presence of students in those teachers' classrooms. Roster data will allow us to determine attriters, joiners, and movement of teachers and students within a school. Having a good understanding of the movement of our sample teachers and students helps improve the internal validity of the study.	Impact of MFA PD on students (RQ 1) Moderators of the impact of MFA PD on students(RQ 3)
Student demographic data – grade level, date of birth, gender, race/ethnicity, IDEA/IEP status, EL status, Economically Disadvantaged/FRL status for students in grades K-5 during the 2021–2022 and 2022–2023 school years.	Demographic data will be used descriptively to describe the students in our sample, and as covariates in our multilevel analyses to statistically control for student characteristics.	Impact of MFA PD on students (RQ 1) Moderators of the impact of MFA PD on students(RQ 3)
Student enrollment data – school date of enrollment, school date of exit (if	Student enrollment data complements the classroom roster data by specifying the	Impact of MFA PD on students (RQ 1)

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<p>applicable) for students in grades K-5 during the 2021–2022 and 2022–2023 school years.</p> <p>Student attendance data at the end of each school year for students in grades K-5 during the 2021–2022 and 2022–2023 school years.</p>	<p>date of exit from the school (and reason for exit, if available).</p> <p>These data will contribute to our understanding of student attrition within our study, and determine whether the internal validity of the study has been compromised.</p> <p>Attendance data will be used as a behavioral indicator of student engagement, and included in our analyses to test whether attendance moderates the effect of the PD on student math achievement.</p>	<p>Moderators of the MFA PD on students (RQ 3)</p>
<p>Student math achievement data for students in grades K-5 during the 2021–2022 and 2022–2023 school years: Spring 2019, Spring 2021, Spring 2022, Spring 2023.</p> <ul style="list-style-type: none"> ● IAR data for grades 3-5 (scale score, performance level and student growth percentile) ● If administered, NWEA data for grades K-5 (RIT score and Conditional Growth percentile) ● If administered, any other standardized tests for grades K-2 (e.g., mClass) 	<p>Math achievement is a key outcome for the MFA study, and will be used to assess the impact of the MFA PD on student and teacher outcomes. We are requesting Spring 2019 data as a back-up for any data that may be missing from Spring 2021 due to the COVID-19 pandemic.</p> <p>We request IAR data as the primary outcome measure for student achievement, because all grade 3-5 students will have IAR data.</p> <p>The NWEA is an achievement test that provides a different metric (and usage by schools), and complements the IAR data.</p> <p>We request any standardized test data administered in grades K-2 in order to explore the impact of the MFA PD in the lower grade levels.</p>	<p>Impact of MFA PD on students (RQ 1)</p> <p>Mediators of the impact of MFA PD on students (RQ 2)</p> <p>Moderators of the impact of MFA PD on students (RQ 3)</p>

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<p>5Essentials teacher and student survey data (if available) for each school year, 2021-2023.</p>	<p>5Essentials teacher survey data will be used descriptively to describe the teachers in our sample, and as covariates in our multilevel analyses to statistically control for teacher attitudes related to their school culture, administrators, and colleagues.</p>	<p>Impact of MFA PD on students (RQ 1) Moderators of the impact of the MFA PD on students (RQ 3)</p>
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4. DURATION

This Agreement shall be effective as of the Effective Date and shall expire on **July 31, 2024**. However, compliance with FERPA is subject to survival of any provisions in accordance with their specific terms.

5. OBLIGATIONS

- a) “Confidential Information” means any and all information of either party disclosed or otherwise made available to or learned by the parties under this Agreement, which is designated as “confidential” or “proprietary” or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, student personally identifiable information as defined in FERPA (“Student Data”). For the avoidance of doubt, the Researcher acknowledges and agrees that Educational Institution’s Confidential Information may include confidential student and employee information that is protected by applicable law, including but not limited to, FERPA and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). For clarification but not limitation, “Confidential Information” excludes de-identified records and information where a prudent and reasonable determination has been made by the Researcher that individuals are not personally identifiable from the records and the information, taking into account other reasonably available information.
- b) Confidential Information of either party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that party. Neither party shall possess or assert any lien or other right against or to Confidential Information of the other party. No Confidential Information of either party, or any part thereof, will be sold, assigned, leased, or otherwise disposed of to third parties by the other party or commercially exploited by or on behalf of the Researcher, its employees or agents.
- c) To the extent that Researcher has no need to access Educational Institution’s Confidential Information or Educational Institution’s systems and devices containing Confidential Information in order to conduct the Study, Educational Institution shall not provide such access or such Confidential Information to Researcher without Researcher’s prior written consent. Notwithstanding the foregoing, the Researcher agrees to use commercially

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reasonable efforts to avoid unnecessary exposure by the Researcher personnel or others to Confidential Information.

- d) The Study must obtain appropriate and prospective Institutional Review Board (IRB) approvals, if it involves non-exempt human subject research activities as defined by 45 C.F.R. 46 or such review is required by a Federal Department or other agency.
- e) During the course and scope of the Study, the Researcher may gain knowledge of or have access to, including electronic access to, or otherwise have disclosed to it, Confidential Information, and the Researcher understands that such access or disclosure is made only to the extent necessary to meet the purpose of the Study within the course and scope of this Agreement, and the Researcher and its personnel will use Confidential Information for no other purpose. The Researcher will disclose Confidential Information only to its personnel with a need to access such data as a necessary part of conducting the Study (including without limitation to develop, exchange, maintain, analyze, and evaluate information) in accordance with this Agreement. The names of the persons to whom such Confidential Information may be disclosed is listed on Exhibit A, which Exhibit A shall be updated by the Researcher as necessary to inform the Educational Institution of the persons having access to such Confidential Information.
- f) The Researcher shall require and maintain an appropriate confidentiality agreement (Exhibit B) from each of its personnel listed in Exhibit A with access to Confidential Information.
- g) Without limitation of any other provision contained herein, the Researcher and the Educational Institution agree to collect, store, utilize, and share Confidential Information in a manner that uses reasonable safeguards that are appropriate for securing and protecting the type and amount of Confidential Information at issue. The Researcher employs administrative, physical, and electronic safeguards that meet or exceed industry standards to protect student personally identifiable information .
- h) The parties' agree to be bound by the provisions of the Illinois Standard Student Data Privacy agreement to protect Confidential Information.
- i) Researcher will not release any reports that include any personally identifiable information of employees of the Educational Institution or personally identifiable student information, as defined under FERPA. Such definition currently includes:
 - (a) The student's name;
 - (b) The name of the student's parent or other family members;
 - (c) The address of the student or student's family;
 - (d) A personal identifier, such as the student's social security number, student number, or biometric record;
 - (e) Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;
 - (f) Other information that, alone or in combination, is linked or linkable to a specific student or family 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

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- (g) 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.
- j) Consistent with this Agreement and applicable laws, Researcher may publish, present, or use the results it has gained in the course of the Study, and without limitation of the foregoing, may use de-identified information for any lawful purpose. Researcher agrees to provide Educational Institution with an opportunity to review any of its data in final publishable format prior to the data being published in order to verify that data is not personally-identifiable.
- k) Each party will promptly notify the other if it becomes aware of an actual or suspected unauthorized acquisition or misuse of Confidential Information involving this Agreement. When such an event occurs, each party will comply with any additional reporting required by regulation or contract, including but not limited to reporting obligations to the U.S. Department of Education, the Office of Human Research Protections, research sponsors and partners.
- l) The Researcher shall destroy all Confidential Information when no longer needed for the purpose of this Agreement and no later than the expiration of the Agreement. Destruction must be completed, and such destruction shall be certified by the Principal Investigator (identified in Exhibit A) under penalty of perjury (Exhibit C).
- m) Each party's obligations to comply with FERPA requirements with respect to Student Data disclosed hereunder will survive the termination of this Agreement.
- n) Each party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other party, and such other party's elected and appointed officials, officers, directors, trustees, employees and agents from any loss, claim, damage, expense or liability (including attorneys' and other litigation fees and costs) arising from third-party claims that result from the Indemnifying Party's negligent performance or negligent lack of performance of obligations under this Agreement.

6. MISCELLANEOUS.

No amendment or waiver of any provision of this Agreement, nor consent to any departure by any party from, or any addition to, the written terms of this Agreement, is effective unless such amendment, waiver, or consent is in writing, executed by both parties, and specifically identifies itself as an amendment, waiver, or consent, as the case may be, to this Agreement. In any event, any waiver or consent is effective only as to the specific addressee, in the specific instance, and for the specific purpose given. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The validity, interpretation, and effect of this Agreement shall be governed by the laws of the State of Illinois. Each party shall bear its own cost incurred under or in connection with this Agreement. Nothing in this Agreement shall be construed as an obligation by either party to enter into a contract, subcontract, or other business relationship with the other party.

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SIGNATURES

THE PARTIES HERETO through their duly authorized representatives, hereby execute this Agreement as of the Effective Date.

River Forest, IL School District 90

By: ECJA-CL

Name: EDWARD J. CONDON

Title: SUPPT.

Date: 8/4/21

Education Development Center, Inc.

By: ^{DocuSigned by:} Michael Pelletier

Name: Michael Pelletier

Title: Vice President and Director, Office of Sponsored Programs

Date: 7/14/2021

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EXHIBIT A

River Forest, IL School District 90: Point of Contact

Name or Office	Contact Information
Alison Hawley, Ed.D.	hawleya@district90.org , 708-771-8282

Researcher: Principal Investigator

Name	Contact Information
Babette Moeller, PhD	bmoeller@edc.org , 212-807-4205

Additional Researcher Personnel Authorized to Access Confidential Information

Name	Institution and Title	Purpose for Accessing Data
Teresa Duncan, PhD	Co-Principal Investigator, Deacon Hill Research Associates	Conduct Data Analyses
Jason Schoeneberger, PhD	Principal Research Associate, Deacon Hill Research Associates	Conduct Data Analyses

Copies and Updates to this Exhibit must be shared and kept on file by the Researcher and the Educational Institution.

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EXHIBIT B

Confidentiality Agreement

I, the undersigned, understand that during the course of my work, I may be given access to Confidential Information owned by **River Forest, IL School District 90** (the "Educational Institution") in order to conduct a study (the "Study") described in the Data Sharing and Confidentiality Agreement named above between Education Development Center, Inc. and the Educational Institution (each, a "party"; collectively, the "parties") in order to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction.

By signing this document, I am agreeing to comply with all applicable regulations and laws with respect to Confidential Information. I understand that accessing or releasing Confidential Information or causing this to occur outside the course of my assigned duties would constitute a violation of the Data Sharing and Confidentiality Agreement named above. I understand that proven violation of this Confidentiality Agreement can result in termination of my access to information and other adverse consequences.

"Confidential Information" means any and all information of either party disclosed or otherwise made available to or learned by the parties under the Data Sharing and Confidentiality Agreement named above, which is designated as "confidential" or "proprietary" or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, student personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 U.S.C. §1232g) and its implementing regulations (34 CFR Part 99) (each as amended and in effect from time to time, and including any successor statute, collectively, "FERPA") ("Student Data").

I agree to:

- Comply with the terms of the above named Data Sharing and Confidentiality Agreement.
- Comply with Education Development Center's standard operating procedures for the protection of Confidential Information shared by an Educational Institution through a Data Sharing and Confidentiality Agreement.

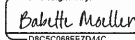
Researcher:

Print Name: Babette Moeller

Date: 7/14/2021

Title: Principal Investigator, Math for All

Organization: Education Development Center

Signature: 

Copies and Updates to this Exhibit must be shared and kept on file by the Researcher and the Educational Institution.

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EXHIBIT C

Certification of Destruction of Confidential Information

I, the undersigned, as the Principal Investigator for a Study undertaken by the organization named below do hereby acknowledge and certify the destruction of Confidentiality Information, including all student personally identifiable information as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g) and its implementing regulations (34 CFR Part 99) (each as amended and in effect from time to time, and including any successor statute, collectively, "FERPA"), provided by **River Forest, IL School District 90** as part of the Data Sharing and Confidentiality Agreement named above in accordance with federal and state law and under penalty of perjury.

Researcher: _____

Print Name: _____ Date: _____

Title: _____

Organization: _____

Signature: _____