

AGREEMENT FOR CONFIDENTIAL DATA EXCHANGE BETWEEN WOODSIDE ELEMENTARY SCHOOL DISTRICT AND STANFORD UNIVERSITY GRADUATE SCHOOL OF EDUCATION

This Data Exchange and Confidentiality Agreement (“Agreement”) is entered into by and between Woodside Elementary School District (hereinafter referred to as WESD” or “District”) and Stanford University Graduate School of Education and describes the research project proposed by Stanford University Graduate School of Education, and the means to be used by Stanford University Graduate School of Education to ensure the confidentiality and security of information and data to be exchanged between WESD and Stanford University Graduate School of Education.

A. THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

The Family Educational Rights Privacy Act (“FERPA”) permits the release of personally identifiable student data without prior written parental consent if the release is to “organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instruction, if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representatives of such organizations and such information will be destroyed when no longer needed for the purpose for which it is conducted.” 20 USC 1232g(b)(1)(F). Each party agrees to comply with FERPA in its performance of this Agreement.

B. PURPOSE

This research will explore a set of topics selected by local schools districts, including WESD, working with Stanford Graduate School of Education that address key problems of practice. The research questions will be co-developed with both the district leaders, including the WESD leaders, and the Stanford Graduate School of Education researchers, and based on the collectively selected problems identified by the school districts. The research findings produced will be generalizable in nature, as well as useful from the perspective of the school district leaders, including WESD leaders, and the research findings will be used by the district leaders to better understand and improve efforts to reform district and school practices and policies.

C. SCOPE

This agreement will support data exchange for three years aimed at supporting research between WESD and Stanford Graduate School of Education, and will be used to answer research questions selected by WESD leaders in collaboration with other school district leaders aimed at producing research findings helpful for improving outcomes for the district, schools, and students.

D. NATURE OF DATA

To accomplish the purpose described above, Stanford University Graduate School of Education will seek to answer the following research questions:

1. Technology integration into the classroom: What are the best practices for integrating technology into instruction with the aim of improving student achievement? What is the best model for training teachers on these practices and getting them excited about technology integration? What is the best model for balancing expectations for technology integration in the classroom with expectations for students to integrate technology into their learning at home, especially given the constraints by some households of limited access to the Internet?
2. English learner policies and instruction: What are the long-term trajectories of our English Learner populations starting in Kindergarten through high school? What classes do these students get placed in K- 12? What are the processes for supporting these students through the operations of reclassification and instructional support in general education? What do general education teachers need to know to support English learners and what are the best ways to train general education teachers to support ELs?
3. Student and Staff Wellness: How do we promote student wellness in service of student learning and improved achievement? What is the relationship between student stress, student achievement/learning, and school staff stress? If we improve access to the mental health of students and staff, will this improve achievement and advance learning for students?

To address these questions, Stanford University Graduate School of Education requests the specific WESD records or data listed in Attachment A (“Specific Records on Data Elements”) which shall be incorporated into this Agreement by reference as though fully set forth herein.)

E. IRB APPROVAL FROM STANFORD UNIVERSITY

As part of the approval process with the District, Stanford University Graduate School of Education must also receive approval as necessary from Stanford University Institutional Review Board (IRB).

F. TRANSFER OF DATA

WESD and Stanford University Graduate School of Education shall use a secure, mutually agreed upon means and schedule for transferring confidential information. At no time will data be sent electronically in an unsecured format to or from the parties. The parties agree that the data may be electronically transferred via secure FTP (file transfer protocol) accessible to authorized users via secure log-in only.

G. PERIOD OF AGREEMENT

This Agreement shall be effective when fully signed by both parties, and will terminate on **October 1, 2019** unless terminated earlier by either party pursuant to Section H (“Termination”). Notwithstanding the foregoing, the parties understand that this Agreement falls under a master data sharing Memorandum of Understanding (“MOU”) between the District and Stanford University, and that if at any time the master MOU expires or is terminated, then this Agreement will also expire or be terminated at that time.

H. STANFORD RESEARCH ORGANIZATION RESPONSIBILITIES

Stanford University Graduate School of Education agrees to the following confidentiality statements:

1. Stanford University Graduate School of Education acknowledges that these data are confidential data and proprietary to WESD, and agree to use appropriate and reasonable measures to protect such information from unauthorized disclosures and to comply with all applicable District policy and Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
2. Stanford University Graduate School of Education shall designate **Dan Schwartz, Dean of the Stanford University Graduate School of Education**, as the person responsible for the security and confidentiality of the data and will notify WESD immediately in writing of any change in designee.
3. Stanford University Graduate School of Education will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
4. Stanford University Graduate School of Education shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Stanford University Graduate School of Education.
5. Stanford University Graduate School of Education shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of WESD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
6. Stanford University Graduate School of Education agrees that the research shall be conducted in a manner that does not permit personal identification of students, parents or staff by individuals other than representatives of the Stanford University Graduate School of Education who have legitimate educational interests in the information.
7. Stanford University Graduate School of Education will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.
8. Stanford University Graduate School of Education will not contact the individuals included in the data sets without obtaining advance written authorization from WESD.
9. Stanford University Graduate School of Education shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by WESD, and Stanford University shall

not disclose to Stanford Research Organization or Stanford Research any personally identifiable student information (e.g. name, date of birth, address...) unless express prior written permission to do so is granted by WESD for a specific project only.

10. Stanford University Graduate School of Education shall use the data only for the purpose described in Section A above and according to the terms and conditions of this Agreement. These data shall not be used for personal gain or profit.
11. Stanford University Graduate School of Education shall use reasonable and appropriate efforts to store all WESD data on a password-protected, secure server with encryption connected to a desktop computer in a locked-office. No data will be stored on unencrypted laptop or desktop computers or servers or unencrypted portable computing devices or media, e.g., flash drives, etc.
12. Stanford University Graduate School of Education shall permit examination and on-site inspections by WESD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.
13. Stanford University Graduate School of Education agrees that the confidential data shall be securely destroyed when no longer needed for the purposes for which the study was conducted.
14. Stanford University Graduate School of Education agrees that WESD shall not be named or otherwise identified in the study unless written permission to do so is granted by WESD for a specific project only.

I. LIABILITY

1. Stanford University Graduate School of Education agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Stanford University Graduate School of Education's sole intentional or negligent release of personally identifiable student, parent or staff data (collectively "Claims"). Stanford University Graduate School of Education agrees to hold harmless WESD and pay any costs incurred by WESD in connection with any such Claim.
2. In the event of concurrent negligence of Stanford University Graduate School of Education, its Board, officers, employees and agents, and District, its Board, officers, employees and agents, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Stanford University Graduate School of Education may have under applicable law in the event of concurrent negligence of persons or entities other than District.
3. Stanford University Graduate School of Education and District agree to cooperate with each other in the investigation and disposition of third-party liability claims arising out of

any services provided under this Agreement. It is the intention of Stanford University Graduate School of Education and District to fully cooperate in the disposition of all such claims. Such cooperation may include joint investigation, defense and disposition of claims of third parties arising from services performed under this Agreement. Stanford University Graduate School of Education and District agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any service performed under this Agreement.

4. The provisions of this Section shall survive the termination or expiration of this Agreement.

J. TERMINATION

1. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx):
 - a. By either party immediately in the event of a material breach of this Agreement by another party.
 - b. By either party after 30 days advance written notice to the other party, for any reason or no reason.
2. The confidentiality provisions of this Agreement shall survive the expiration or termination of the Agreement. If this Agreement is terminated by either party for material breach or for any other reason with 30 days written notice, the confidential information shall be returned or securely destroyed within 7 days of the termination. If the Agreement terminates at the end of the term described in Section D, Stanford University Graduate School of Education shall return or securely destroy all confidential information when it is no longer needed for the study. Such return or secure destruction shall occur within 7 days after it is no longer needed for the study.
3. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of secure electronic file destruction.

K. GENERAL UNDERSTANDING

1. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
2. This Agreement shall be governed by and construed under the laws of the State of California.
3. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

4. If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect, and such term or provision shall be deemed stricken.
5. Original copies of this Agreement shall be executed by the respective party's authorized signatory(ies). This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

L. PARTY SIGNATURES TO THE AGREEMENT

APPROVED:

**For WOODSIDE ELEMENTARY SCHOOL
DISTRICT**

FOR STANFORD UNIVERSITY

Beth Polito
Superintendent

DATE

Daniel Schwartz
Dean

DATE

ATTACHMENT A: SPECIFIC RECORDS OR DATA ELEMENTS

Stanford University Graduate School of education requests student and staff data for the following school years:

2002-03 through 2018-2019

Student Data

Stanford University Graduate School of Education requests a comprehensive host of student information:

- Demographics: Student address, date of birth, race/ethnicity (district/state/federal), gender, entry dates (school/district/US), leave date and code, parent education level, free and reduced lunch status.
- Program Participation: special education classification code , English proficiency, ELL start and reclassification dates, and gifted and talented code.
- Program Assignment: initial program assignments for the school year (general education and bilingual/immersion programs) (iff applicable).
- Instructional Time: class attendance by semester, class attendance by semester at the course level, counts by student of present, not recorded, excused absent, unexcused absent and instructional time rate, absences by day and by class.
- Performance - Grades: secondary quarter and final grades, course number, period number, teacher ID, credits attempted, flags for honors, advanced placement, and UC A through G, State equivalent course number, District subject requirement. Non-WESD grades and credits. Semester GPA with and without P.E., semester credits attempted and earned with and without P.E.
- Performance – Test Scores: CST and CAASPP scale scores and performance levels for ELA, Math, Science, Social Science and History. CELDT initial and annual scale scores and proficiency levels for Listening, Speaking, Reading, Comprehension, Writing and Overall. CAHSEE results (Pass/Not Pass) and scale scores for ELA and Math, scores on benchmark assessments
- Suspensions: Student ID, school, grade, sex, ethnicity, date of suspension, days of suspension, offense code, and mandatory flag.
- Student behavior: office referrals which will be shared using these variables - Student ID, School ID, Reported by teacher ID, and Incident Date.
- Graduates: Student ID, school, graduation month and year and graduation flag code.

- National Student Clearinghouse: for WESD graduates, information about their college enrollment is provided.
- Links/identifiers: unique student, teacher (and classroom), school identification number
- School choice information – what school(s) did the student apply to in each applicable enrollment process. (if applicable)
- School climate survey results for students, teachers, administrators, and parents

Staff Data

Stanford Research Organization requests a comprehensive host of personnel information:

- Demographics: Gender, race/ethnicity, birth date, teacher home addresses, district and personal email addresses linked to IDs (NOTE: District email addresses and personal email addresses are only to be used for administering surveys. Teacher home address will be used for administering surveys and for measuring how far the teachers live from their work.)
- Placement: Job code, location.
- Credentials: Credential record number, credential code, credential description, original credential date, credential start date, credential expiration date, alternative certification pathways (e.g. Teach for America, SF Teacher Residency, Teaching Fellows).
- Education: Education level, major degree, minor degree, other degree, degree issue date, school from which degree received.
- Experience: Start date, end date, attendance, district seniority, years at location, years at WESD as teacher/administrator, total years at WESD, total years of teaching experience.
- Career Path: entry interview or survey information, reviews, requests for transfer, exit surveys or interviews
- Links: unique teacher (and/or classroom), school identification number
- Professional Development Hours: hours of professional development allowed, used and left, and the respective school which individual teacher belongs to