

**Memorandum of Agreement
for
Access to Education Records
from the
Missouri Department of Elementary and Secondary Education
by an
Organization Conducting Studies for or on behalf of Educational Agencies or Institutions**

Preamble

This Agreement is between the Missouri Department of Elementary and Secondary Education (hereafter “Department”) and the [REDACTED] [REDACTED] for the purpose of conducting studies designed to improve instruction for children in the state of Missouri. Topics of these studies will vary across time, but they currently include the performance of charter schools, the determinants of academic achievement on later life outcomes including college entry and market performance, and the effects of investments at different ages. In order to complete these studies and in order to have a positive impact on the instruction of children, [REDACTED] requires the use of confidential data from the Department and other state agencies.

I. Introduction and Relationship

The Department collects or is granted access to a number of sources of personally identifiable education data and other student records. These data must be collected and used by the Department in compliance with the Family Educational Rights and Privacy Act (FERPA). FERPA, in pertinent part, allows state education officials access to identifiable student education records “in connection with the audit and evaluation of any federally or state supported education program or in connection with the enforcement of the federal legal requirements which relate to any such program” (*see 20 USC §§ 1232g(b)*). Federal regulations issued pursuant to FERPA permit disclosure of identifiable education records to “organizations conducting studies for, or on behalf of, educational agencies or institutions” for certain purposes, including instructional improvement. (*see 34 CFR § 99.31(a)(6)(i)(C)*).

Upon execution of this Memorandum of Agreement, the Department recognizes [REDACTED] legitimate educational interest in conducting studies on behalf of Missouri public schools for the purpose of improving instruction. [REDACTED] is responsible for complying with all obligations set forth under FERPA, all relevant federal regulations, and all relevant advisory letters published by the U.S. Department of Education Family Policy Compliance Office.

The relation of [REDACTED] to Department shall be that of an independent researcher. [REDACTED] shall have no authority to bind Department for any obligation or expense unless specifically granted that authority in writing.

II. Data

██████ requests the following information for students in grades K-12 attending all of the public schools in Missouri. By having access to data at this level of detail, ██████ will be able to estimate school effects with greater precision:

Full student records, including the following elements:

- Student identification number from the state or district, or scrambled identifier that can be linked across years
- State achievement test scaled and raw scores (Reading/ELA and Math for all students plus end of course exam scores for high school students) for all available years starting with the 2004-2005 school year.
- Performance levels, or achievement or proficiency categories, usually given in the following categories (for each subject): below basic, basic, proficient, advanced and additional categories such as far below basic or above advanced, if applicable
- School identification number for each school the student attended on the testing date each year
- Demographic/Student Information:
 - Race/Ethnicity
 - Gender
 - Lunch Status
 - Special Education Status
 - English Proficiency
 - Grade Level
 - Zip code of residency
 - Full student enrollment files for each year we are given, including date entered, date exited, days of possible attendance, days attended and school attended (ID & name of school).
- Additionally, for high school students:
 - Graduation flag
 - Course completion records

In addition to the student-level data described above, ██████ also requests the following:

- List of charter schools by district and school ID (if applicable).
- List of juvenile detention centers by district and school ID.

- Grade level means and standard deviations for the state reading and math tests for each year we are given (aka technical report).

- Conditional standard error of measurement tables for each grade, year and subject test, i.e., standard error for each individual scaled or raw score.
- Cut scores for proficiency bands.
- Percentages of students in each school (by district and school ID): free/reduced-priced lunch, English Language Learner programs, and Special Education programs.
- Unique school identifier (or unique district and school ID combination) that is linkable to federally published school data for your state.
- Teacher-student linkage; alternative if not available: individual teacher data file with all available teacher demographics and school/grade teaching assignment

III. Scope of Activities

██████████ will use the data do continue the work on three separate strands of research

- 1.) The correlates of academic achievement and growth,
- 2.) The assessment of charter schools as a educational improvement policy, and
- 3.) The stimulation or competitive effects of charter schools on districts.

██████████ will provide the Department with results of any analyses, reports or evaluations that use data obtained from the Department.

IV. Participant Non-disclosure

All individuals affiliated with ██████████ who will have access to personally-identifiable student records provided by the Department under terms of this Agreement will sign an affidavit of non-disclosure approved by the Department. The Department will be provided copies of all signed affidavits.

V. Confidentiality/Redisclosure

Neither ██████████, nor any individuals affiliated with it, will provide or redisclose any individual student records (individually-identifiable or otherwise) listed under Section II to any third party or entity other than the Department, unless authorized in writing by the Department and required under the Scope of Activities (Section III and any amendments), or as required by law.

In the event ██████████ is compelled to redisclose individual student records obtained from the Department to a third party or entity other than the Department pursuant to applicable law, ██████████ will inform the Department within 24 hours. This notification will include a description of the nature of the inquiry, the names and affiliations of those conducting the inquiry, and a statement of the basis for the redisclosure, including a citation of any applicable laws or regulations.

Aggregate summary reporting and analysis of individual student records may be published or disseminated by ██████ under the terms defined in Section VII.

VI. Data Access/Storage/Disposal

██████ will abide by the data access and transfer policies set by the Department. These policies are set independent of this Agreement and govern the terms under which student records may be accessed by organizations conducting studies. For example, the Department may require transmittal of student records to be conducted via file transfer protocol (FTP), or may require researchers to access student records through an analysis server maintained by the Department. Permissible methods of accessing student records pursuant to this Agreement may be subject to change based on revisions to the Department's data access and transfer policies. ██████ will be notified immediately of any impending changes to these policies in writing and be given thirty (30) days to comply. Should any issues arise preventing compliance during this thirty day period, however, Department agrees to consider alternative, equally-secure methods of providing access to student data.

All student record data provided to ██████ under the terms of this Agreement, and all datasets created by ██████ for research purposes under this Agreement and containing individual student record data, must be secure. Likewise, researchers granted access to student records through any other means must access those records in a secure manner consistent with Department's data access and transfer policies. Shared data, or created datasets containing shared data, will be stored in an area that is physically safe from access by unauthorized persons at all times. Data that is maintained in electronic format, such as magnetic tapes or discs, will be stored in such a way that unauthorized persons cannot obtain the information by any means.

In compliance with the provisions of FERPA, relevant regulations, and advisory letters, all datasets containing individual student records provided by the Department to ██████, or created by ██████ for research purposes under this Agreement, will be "destroyed when no longer needed" for the purposes defined under FERPA or in this Agreement, as applicable.

Upon conclusion of this or successor agreement with ██████, all individual student record data shared by the Department and stored by ██████, as well as any datasets created by ██████ containing shared student record data, will be destroyed and a Certificate of Destruction will be submitted to the Department.

VII. Release of Analyses

██████ may publish or disseminate aggregate summary reporting and analyses derived from the Scope of Activities (Section III and any amendments) herein which use (but do not include or identify) individual student records. The Department shall be notified in advance and be

provided the opportunity to review and offer feedback on any proposed presentation, publication, or dissemination of reports or analyses in order to determine that the confidentiality of the student data is maintained and to ensure said data is analyzed appropriately. The Department will only share the study materials with those individuals having a valid need to know, except as otherwise approved by [REDACTED]. Additionally, Department shall be briefly credited for its provision of data in any such material.

Nothing in this Section prohibits [REDACTED] from conducting its work in an independent and objective manner. The Department shall not have editorial supervision or control over the analysis, content and production of any materials resulting from [REDACTED] conduct of the study.

VIII. Right to Audit

The Department maintains the right to conduct audits or other monitoring activities of [REDACTED] policies, procedures, and systems at a reasonable time for the purpose of confirming [REDACTED] compliance with the terms specified herein.

IX. Cost Recovery

[REDACTED] agrees to reimburse the Department for the costs associated with processing and formatting the data provided under this Agreement. This cost will be set at a rate of \$55 per hour of Department staff time. The total cost is not to exceed \$2,200 per year of the Agreement period.

The Department will submit an invoice to [REDACTED] to obtain payment of the costs it incurred in providing the data. The invoice should be submitted on the Department's letterhead, reference this Agreement, reflect the hours expended and the total amount invoiced, include the signature and title of the Department's staff member submitting the invoice, and provide the remittance address. [REDACTED] will pay the invoice within thirty (30) days after receiving the invoice. The invoices for this subcontract should be submitted electronically in PDF file format to

[REDACTED]
[REDACTED]

X. Points of Contact

Each Party hereby designates in writing one or more individuals within their own organization as their point of contact responsible for managing performance of the Parties' necessary functions and responsibilities under this Memorandum of Agreement.

For the Department: (Name and contact information)

[REDACTED]

For [REDACTED]: (Name and contact information)

[REDACTED]

XI. Agreement Period, Amendment and Termination

This Agreement shall be for one year from the effective date. This Agreement may be renewed for two additional one-year periods, or modified, in writing by the mutual consent of the parties.

The Agreement may be terminated upon 30 days' written notice by one Party based on a breach by the other Party of one or more of its obligations under this Agreement. However, prior to issuing that notice, the Party terminating the Agreement shall give the other Party a reasonable opportunity to correct whatever breach it is deemed to have committed.

XII. Complete Agreement

THIS AGREEMENT EXPRESSES THE COMPLETE UNDERSTANDING OF THE PARTIES AS TO ITS SUBJECT MATTER AND SHALL SUPERSEDE ALL PREVIOUS COMMUNICATIONS, REPRESENTATIONS, OR AGREEMENTS, EITHER VERBAL OR WRITTEN, BETWEEN THE PARTIES PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. PERFORMANCE SHALL BE GOVERNED SOLELY BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT AS INTERPRETED UNDER THE LAWS OF THE STATE OF MISSOURI. BY SIGNING BELOW, [REDACTED] AND DEPARTMENT AGREE TO ALL TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

**Missouri Department of
Elementary and Secondary Education**

[REDACTED],
[REDACTED]

By: _____

By: _____

Printed name: _____

Printed name: _____

Title: _____

Title: _____

Date: _____

Date: _____