

AGREEMENT TO CONDUCT A STUDY USING UNIT LEVEL DATA FROM THE PENNSYLVANIA INFORMATION MANAGEMENT SYSTEM (PIMS)

This agreement is made and entered into by and between the Pennsylvania Department of Education (PDE) and (the Researcher).

Whereas, PDE administers a statewide repository of information including student, faculty, institutional data regarding Kindergarten through postsecondary education; and

Whereas, these data may be made available to researchers in a manner consistent with the Family Educational Rights and Privacy Act of 1974 (FERPA); and

Whereas, the Researcher has been engaged to conduct a study for PDE. The research study is described in the Attachments, which are incorporated herein and attached hereto.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PDE and the Researcher agree as follows:

1. The Researcher will be given access to confidential student information for the limited purpose of conducting the study described in the Attachments. The Researcher understands and agrees that any unauthorized disclosure of confidential student information is illegal as provided in the Family Education Rights and Privacy Act of 1974 (FERPA) and in the implementing federal regulations found in 34 CFR, Part 99. The Researcher agrees to protect any personal characteristics of a student that could make the student's identity traceable by using a minimum confidentiality *n* of 10. Any data sets or output reports that the Researcher, or its authorized agents, may generate using confidential data are to be protected. The Researcher agrees that any data analysis or report will not be disclosed to any party without the consent of PDE.

The Researcher agrees that only the following persons will have access to the data:

The Researcher agrees that a confidentiality agreement in the form attached hereto shall be signed by each person named above. No other person may have access to the data unless PDE agrees, by written amendment, to permit such access. A confidentiality agreement must be signed by each additional person who is given access to the data. The Researcher understands that the failure to observe these restrictions may expose the Researcher to liability and may result in the termination of this Agreement.

2. The Researcher agrees that access to the data shall be limited to the amount of time necessary to complete the study and that, once the study has been completed, the Researcher shall destroy or return the data in a manner agreeable to PDE.

3. The Researcher shall maintain all PIMS education records received from PDE separate from all other data files on a secure password protected computer and shall not provide

copies or extracts of the PIMS data to employees or subcontractors not associated with the research project.

4. The Researcher shall provide PDE with periodic status reports outlining the progress of the research study at a frequency to be determined by PDE.
5. The Researcher shall not disclose PIMS data summaries or otherwise release data or reports relating to any individual student.
6. The Researcher shall not disclose PIMS data summaries or otherwise release data or reports relating to any group or category of student in PIMS without ensuring the confidentiality of students in that group. Any publication or report produced using education records from PIMS should include only aggregate summaries and no personally identifiable information or other information that could lead to the identification of any student.
7. The Researcher shall destroy or return all student education records from PIMS, in a manner acceptable to PDE, when no longer needed for the particular research project as required under FERPA regulations Section 99.35(b)(2).
8. The Researcher shall not use the student education records to contact individuals who are data subjects.
9. The Researcher shall provide PDE with one electronic and one paper copy of the final versions of all reports and related documents prepared using education records from PIMS at least 30 days prior to any publication using the data. PDE reserves the right to distribute and otherwise utilize any final reports and related documents as it wishes, in sum or in part.
10. The Researcher agrees to the following additional requirements:
 11. PDE reserves the right to charge a reasonable fee for the use of data by researchers to help offset the state's costs of collecting and storing the data when such researchers are not affiliated with Institutions of Postsecondary Education or Local Education Agencies that have supplied education records to PIMS.
 12. PDE reserves the right to use, make copies of and distribute the final version of reports or research studies created by Researcher using education record data in PIMS.
 13. Either PDE or the Researcher may terminate this Agreement with ten (10) days written notice and all data in the possession of Researcher at that time will be destroyed or returned within ten (10) days of the date of termination.
 14. This Agreement and attachments hereto constitute the entire agreement between the parties. No agent, representative, employee, or officer of either the Commonwealth or

the Researcher has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Agreement. No modifications, alterations, changes, or waiver to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

15. Absent notice to the contrary in writing, all communications to PDE shall be sent to:

Data Quality
Pennsylvania Department of Education
333 Market Street
Harrisburg, PA 17126

Absent notice to the contrary in writing, all communications to the Researcher shall be sent to:

16. The rights, duties, obligations and interests of the parties set out herein shall not be assigned or transferred.

17. Nothing herein shall be construed to create any personal liability on the part of any officer or agent of either party hereto.

18. Nothing in this agreement shall be construed to violate any provision of the laws and/or regulations of the United States of America or the Commonwealth of Pennsylvania, and all acts done hereunder shall be done in such manner as may conform thereto. If any word, phrase, clause, paragraph, sentence, part, portion, or provision of this agreement or the application thereof to any person or circumstance is held to be invalid, the remainder of this agreement shall nevertheless be valid, and the parties hereby declare that this agreement would have been executed without such invalid word, phrase clause, paragraph, sentence, part, portion, or provision. All of the terms and provisions of this agreement are to be construed to effectuate the purpose, powers, rights, functions, and authorities herein set forth.

19. The parties rights and obligations under paragraphs 5, 6, 8, 12 and 18 shall survive the termination of this agreement.

20. This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to conflict of laws provisions) and the decisions of the Pennsylvania courts. Researcher consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. Researcher agrees that any such court shall have personal or subject matter jurisdiction

over it, and consents to service of process in any manner authorized by Pennsylvania law.

In witness whereof, the Pennsylvania Department of Education and Researcher have executed this agreement through their authorized representatives to be effective this day of _____, 20____ and to end upon the earlier of the conclusion of the study or termination under paragraph thirteen (13).

Pennsylvania Department of Education

By _____
Signature

By _____
Signature

ACCESS AGREEMENT

Under the terms of the Agreement between the Pennsylvania Department of Education (the "PDE") and _____ ("_____"), I am being provided with access to confidential student information. I have read and understand the Pennsylvania Department of Education's "Student Data Access and Use Policy."

I understand that any unauthorized disclosure of confidential student information is illegal as provided in the Family Educational Rights and Privacy Act of 1974 (FERPA) and in the implementing federal regulations found at 34 CFR, Part 99. I understand that any personal characteristics of a student that could make the student's identity traceable shall be protected.

In addition, I understand that any data sets or output reports that I may generate using confidential data shall be protected. I shall not distribute to any unauthorized person any data sets or reports that I have access to or may generate using confidential data. I shall not disclose any data analysis or report, except as provided for in the Agreement between PDE and my employer or contractor, and only after an appropriate confidentiality agreement is executed by same. I understand that I am responsible for any telephone or computer transactions or costs of same performed as a result of access authorized by use of signon/password(s).

Signature

ATTACHMENTS

Attachment A: Researcher Information

The researcher shall provide a curriculum vitae for each of the researchers involved in the project and identify the Principal Investigator.

Attachment B: Project Information

The researcher shall provide a brief description of the research project including summary of the topic to be researched and list of research questions. The researcher should provide information for any/all non-PIMS data that will be used as part of this research.

Attachment C: Data Element Crosswalk

The researcher shall provide a specific listing of the items of data being requested and provide a rationale for each data element.

Attachment D: Non-data Information Requests

The researcher shall provide a list of any non-data information requests such as but not limited to letters of support or subject matter expertise (provide estimated number of hours).

Attachment E: Research Methodology

The researcher shall provide a description of the research methods that will be employed in this study and demonstrate how the data and methods are suitable to answer the research questions.

Attachment F: Timeline Requirements

The researcher shall provide a detailed timeline of the entire research project. Timeline must include Data collection, analysis, report writing, review and publication. Please provide anticipated date by which any publications will be made public. PDE's response to data access requests will depend upon the timing and nature of the request. Likewise, the amount of time it takes PDE to transmit the requested data will also depend upon the timing and nature of the request.

Attachment G: Project Budget

The researcher shall provide a proposed budget for the research project and identify all sources and amounts of project funding that has been secured or is pending.

Attachment H: Statement of Benefits

The researcher shall demonstrate the benefit (potential for improving instruction and educational outcomes) of the proposed research and how PA can use the research in its final form. Note that demonstration of research benefits does not imply approval of the proposal.

Attachment I: Evidence of Compliance

The Researcher shall provide a description of the procedures that will be taken to ensure that the requested data is handled, stored, maintained, analyzed and reported in a manner that is in compliance with Pennsylvania Department of Education's "Student Data Access and Use Policy" and the conditions agreed to in the access agreement above.

Attachment J: Evidence that The Researcher is Working as an “Authorized Representative” of The Pennsylvania Department Of Education.

The Researcher shall outline the facts that demonstrate that the researcher is working as a contractor, or other party under the direct control of PDE, to audit or evaluate Federal or State supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs.