TO: Members of the Board of Education

FROM: Andrew Statz, Chief Information Officer

DATE: July 29, 2013

SUBJECT: Request BOE Approval for an Addendum to the Data Sharing Agreement with Bo (Benjamin) McCready to research and report on AVID students

1. **Project Title:** Data Sharing Agreement with Bo (Benjamin) McCready to research and report on AVID students.

2. **Project Description:** Data Sharing Agreement with Bo (Benjamin) McCready to research and report on the causes and effects of attrition or exit from the AVID program, to study their preparedness for and success in college.

3. **Analysis:** The data requested is administrative data including de-identified information on all students in grades 9-12 for the 2010-11 through 2012-13 school years. Data includes transcript data, demographic data, standardized test scores, and behavioral data. The specific data items will allow the researcher to estimate the quantitative impacts of existing the AVID program, as well as provide context to situate the AVID program within MMSD.

   This research is being conducted as part of a dissertation for the Department of Educational Leadership and Policy Analysis at the University of Wisconsin–Madison. The researcher will also produce an executive summary of relevant findings for MMSD and AVID/TOPS program staff. Data is needed through May 2014.

4. **Applicable Board Policies:**
   - AVID
   - Building Our Future Plan
   - Five-Year Strategic Plan and future district improvement plans

5. **Advertising/Notices/Invites:** n/a

6. **Vendors Receiving RFP:** n/a

7. **Bids Respondents:** Bo (Benjamin) McCready

8. **Estimate:** $0

9. **Previous Fiscal Year Expenditures:** $0
10. Funding Source: n/a

11. Project Schedule: June 2013 through May 2014

12. Requisition Number: none

13. Contract Compliance: In Compliance

14. Recommendation: It is recommended the Board approve the Addendum to the Data Sharing Agreement with Bo (Benjamin) McCready to research and report on the causes and effects of attrition or exit from the AVID program, to study their preparedness for and success in college.
Application to and Agreement with
Madison Metropolitan School District
for Releasing Data and Conducting Research upon
"Leaving the College Track? The Causes and Effects of Exit from Advancement Via
Individual Determination (AVID)"

In collaboration with the Madison Metropolitan School District (MMSD), the Department of
Educational Leadership and Policy Analysis at the University of Wisconsin-Madison (ELPA),
will study and report upon research to investigate student exit from the Advancement Via
Individual Determination (AVID) program.

It has been acknowledged by _____________________________ (please print) of MMSD that the district
agrees to this research and has received the researcher’s external research application and has
approved the sharing of the data requested herein under the terms specified herein.

_________________________________________  Date

Donna Williams  Date
Board of Education Secretary
Madison Metropolitan School District
Application to, and Agreement with,
Madison Metropolitan School District
for Releasing Data and Conducting Research upon
“Leaving the College Track? The Causes and Effects of Exit from Advancement Via Individual Determination (AVID)”

This application and agreement are to cover the period from June 2013 through May 2014.

APPLICATION

1. **Purpose of the research.**
   The instrumental purpose of the research is to examine both the causes and effects of attrition or exit from the Advancement Via Individual Determination (AVID) program, which helps students in the academic middle prepare for and succeed in college.

2. **Population for whom data are being requested.**
   The data requested is: administrative data including de-identified information on all students in grades 9-12 for the 2010-11 through 2012-13 school years.

3. **Type of data requested with the specific items listed.**
   High school transcript data:
   - Course name
   - Course number
   - Term
   - Grade
   - Credits earned
   - Grade point average (GPA)

   Demographic data:
   - Race/ethnicity
   - Gender
   - Special education status
   - English Language Learner (ELL) status
   - Schools attended
   - Parental education
   - Adults in household

   Standardized test scores:
   - WKCE Grade 10 (composite and subtests)
   - EXPLORE Grade 9 (composite and subtests)
   - PLAN Grade 10 (composite and subtests)
   - ACT 11 (composite and subtests)

   Behavioral data:
   - Attendance rates
   - Behavior referrals
   - Suspensions

4. **Reasons for requesting the specific data items.**
   The specific data items listed above will allow me to estimate the quantitative impacts of exiting the AVID program, as well as provide context to situate the AVID program within MMSD as a whole.

5. **A description of how the data will be used and analyzed.**
For the quantitative phase of my study, I will use propensity score matching (PSM) to match ex-AVID students with students who were similarly likely to exit but did not. I will identify ex-AVID students using de-identified student transcripts; students with an AVID grade on their transcript at any point who do not have any subsequent AVID grades will be considered ex-AVID. I will compare academic and behavioral outcomes between these groups using regressions and t-tests. I will also present summary statistics on AVID students, ex-AVID students, and MMSD as a whole to provide additional context. This study also includes a qualitative component but qualitative data will never be linked to quantitative data.

6. **A description of how the analysis will be presented and reported.**
   The main product of my analysis will be my dissertation, completed for the department of Educational Leadership & Policy Analysis at the University of Wisconsin-Madison. I also will produce an executive summary of relevant findings for MMSD and AVID/TOPS program staff.

7. **Estimated amount of time the data is needed for analysis.**
   Data is needed through May of 2014.

8. **Desired medium of release of the data gathered.**
   It is preferred that the data be presented electronically either via flash drive or CD.

9. **Other follow-up research activities that may occur after receiving and reviewing the data.**
   The data may be used for publications stemming from my dissertation, but all will relate to the stated research topic of AVID exit. MMSD and all participants will be anonymous in publications and the district will receive a copy of publications at least 14 days in advance for review.

10. **A plan for preventing others from viewing and using the data that addresses Confidentiality of information and Security of the system:**
    Quantitative data from MMSD will be de-identified (no names or Student ID numbers) and any quantitative findings will be presented in aggregate. Quantitative and qualitative data will not be linked. Data will be stored via UW Box provided by UW-Madison’s Division of Information Technology. Data will be destroyed on or before May 2018.

11. **Name and contact information of the researcher involved in day-to-day operation involving use of data, and conducting the research and analysis.**
    Bo McCready, mccreadv@wisc.edu, (920) 397-0574.

12. **A statement that the costs MMSD incurs in producing data will be paid by the researcher.**
    Any costs MMSD incurs in producing data will be paid by the ELPA.

   [Signature] 7.22.13

   William W. Barker
   Director, Office of Industrial Partnerships
   Board of Regents of the University of Wisconsin System, on behalf of
   The University of Wisconsin-Madison’s Department of Educational Leadership and Policy Analysis
AGREEMENT

WHEREAS the Madison Metropolitan School District (hereinafter, "MMSD") has expressed interest in engaging the Board of Regents of the University of Wisconsin on behalf of University of Wisconsin-Madison Department of Educational Leadership and Policy Analysis and ELPA student Bo McCready (hereinafter, "ELPA") for the study, "Leaving the College Track? The Causes and Effects of Exit from Advancement Via Individual Determination (AVID)" for the purposes of improving instruction, particularly in the AVID program in MMSD; and

WHEREAS the MMSD and ELPA have executed the application section above which sets forth in detail the data sharing, data analysis and data reporting protocols, including but not limited to its purpose, scope, and duration of the research to be completed by ELPA on behalf of the MMSD; and

WHEREAS MMSD will share certain MMSD records with ELPA for the purposes of conducting the research benefitting MMSD (hereinafter referred to as the "MMSD Data"); and

WHEREAS the MMSD and ELPA mutually agree that the MMSD Data remains at all times the property of MMSD, and that no license or other rights to the MMSD Data is implied by the sharing of the data for the limited purpose of conducting the agreed-upon research; and

WHEREAS the MMSD and ELPA agree to attempt to minimize the extent to which the MMSD Data will include personally identifiable information (PII) from student records within the meaning of FERPA and/or Wisconsin Statute § 118.125 by, for example, excluding student name, student address, and student telephone number from the shared data set; and

WHEREAS the MMSD and ELPA recognize that it is possible that certain records within the MMSD Data, alone or in combination, may be construed as PII or as records that are otherwise protected from disclosure under state and/or federal law; and

WHEREAS, for the limited purpose of conducting the agreed-upon "Leaving the College Track? The Causes and Effects of Exit from Advancement Via Individual Determination (AVID)" research, the MMSD has deemed ELPA and the individuals who are authorized representatives of ELPA participating in the research process to have legitimate educational interest (to wit, conducting MMSD-requested research for the purpose of improving instruction) in the records contained in the MMSD Data; and

WHEREAS the MMSD and ELPA intend to complete all analysis and study of the MMSD Data in compliance with state and federal laws governing the privacy and disclosure of education records and pupil records (including, but not limited to, FERPA and Wisconsin Statute § 118.125);

NOW, THEREFORE, by affixing the signature of an authorized agent of ELPA to this document, ELPA hereby agrees to the following regarding its receipt, storage, handling, study and reporting of the MMSD Data:
1. ELPA’s receipt, storage, handling, analysis and reporting of the MMSD Data shall be conducted in a manner that does not permit the personal identification of parents or students by individuals other than (1) MMSD officials; and (2) individuals who are authorized representatives of ELPA who are participating in the research process and who have a need for access to the data in order to complete the agreed-upon analysis and study of the data.

2. ELPA’s receipt, storage, handling, analysis and reporting of the MMSD Data and other records received from the MMSD shall, at all times, protect and maintain the confidentiality of records to the extent required by state or federal laws or regulations or by MMSD School Board policies.

3. Any and all records within or derived from the MMSD Data shall be used only for the purpose of the “Leaving the College Track? The Causes and Effects of Exit from Advancement Via Individual Determination (AVID)” study, and shall be destroyed when no longer needed for its purposes and at a date no later than May 2018, unless the parties execute a written amendment hereto extending such time.

4. ELPA shall never re-disclose to any third-party individual, organization or entity any individually-identifiable records from the MMSD Data that are protected from disclosure under FERPA and/or Wisconsin Statute § 118.125, and shall require any authorized representative to abide by these same terms.

5. Except as otherwise expressly authorized in writing by the MMSD, ELPA shall not (1) re-disclose to any third-party individual, organization or entity any record(s) from within, or derived from, the MMSD Data; or (2) re-use the MMSD Data for any further research, study or other purpose that is not for and directly on behalf of the MMSD; (3) link the MMSD data to other data sets.

6. ELPA agrees to cooperate in producing any records relating to the agreed-upon research which may be subject to a request for access and/or subject to disclosure under the Wisconsin Public Records Law.

7. ELPA shall permit MMSD to audit, upon reasonable request, that it is complying with the Standard Security Policies and Procedures in Exhibit A and/or that it has destroyed the data as verified.

8. ELPA has obtained from the University of Wisconsin-Madison Institutional Review Board either approval or a determination of exemption for all studies conducted using Confidential Data where required by law and/or University policy.

9. If ELPA becomes legally compelled to disclose any MMSD Data (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise), then ELPA shall use all reasonable efforts to provide MMSD with prior notice before disclosure so that MMSD may seek a protective order or other appropriate remedy to prevent the disclosure; provided, however, that ELPA shall not inhibit MMSD’s efforts to maintain the confidentiality of Confidential Data. If a protective order or other remedy is not obtained prior to when any legally compelled disclosure is required, ELPA will only disclose that portion of Confidential Data that it is legally required to disclosed.
10. ELPA acknowledges that the breach of this agreement on its part may result in irreparable and continuing damage to MMSD for which money damages may not provide adequate relief. In the event of a breach or threatened breach of this agreement by ELPA, MMSD, in addition to any other rights and remedies available to it at law or in equity, may be entitled to preliminary and permanent injunctions, enjoining and restraining the breach or threatened breach, and may debar ELPA or its authorized representatives from any further access to MMSD Data.

11. **The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. No modification, amendment, waiver or release of any provision of this agreement or of any right, obligation, claim or cause of action arising from this agreement shall be valid or binding for any purpose unless in writing and duly executed by the party against whom they are asserted.**

12. **Any provision of this agreement that is declared invalid by a court of competent jurisdiction or by operation of law, shall not affect the validity or enforceability of any other provision of this Agreement.**

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**BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM ON BEHALF OF THE ELPA:**

By signing below, the signatory represents he is authorized to sign this Agreement and to bind the ELPA to its terms.

William W. Barker  
Name  
Director, Office of Industrial Partnerships  
Title  
7-22-17  
Date

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**For the MMSD:**

By signing below, the signatory represents he is authorized to sign this Agreement and to bind the Madison Metropolitan School District to its terms.

Donna Williams  
BOE Secretary  
Date