

Master Data Sharing Agreement

Between

**Community Research Institute
Johnson Center for Philanthropy
of
Grand Valley State University**

and

Grand Rapids Public Schools (“Data Contributing Organization”)

1. **PURPOSE AND INTENDED USE OF DATA SHARING.** The purpose of this Master Data Sharing Agreement is to facilitate the creation and maintenance of individual-level data sets and linked Master Data Set by the Community Research Institute, Johnson Center for Philanthropy of Grand Valley State University (CRI) and subsidiary identifiable, de-identified or limited data sets for the use of approved staff and/or Data Contributing Organizations (DCO) for the tracking of student outcome measures, analysis, research, and/or evaluation of Believe to Become (B2B) Initiative in order to study ways to improve student learning and the impact of after school programs on student learning. Participation in this Master Data Sharing Agreement on the part of Grand Rapids Public Schools (“Data Contributing Organization”) entails providing individual-level and individually-identifiable data to the CRI for linkage with similar data from other DCOs (as specified in Section 3b of this Agreement) for the purposes of creating cross-agency analytical data sets (Master Data Sets) for tracking student outcome measures, research, and/or program evaluation. In addition, CRI may disclose personally identifiable information received from DCO to the following entities provided that a role-based access control is assigned as specified in **Attachment A** to this Agreement and who sign the documents that are **Attachments B, H and I**: nFocus Software, the Intermediaries/Contract Administrators of the organizations funding the B2B Out of School Time, and Believe to Become Out of School Time Provider(s) as shown in **Attachment D** to this Agreement. The parties agree that any modification or addition to Attachment D will require prior approval by GRPS and the organization funding the B2B Out of School Time Providers.
2. **PERIOD OF AGREEMENT.** The period of this Agreement shall be in effect from **January 01, 2011** until **December 31, 2013**, or until terminated in writing by either organization.
3. **DESCRIPTION OF DATA.**
 - a. **Primary Data Set.** Data shared with the CRI under this Agreement shall be limited to the data elements specifically defined and authorized by DCO as listed in this Agreement or subject to the requirements of the Family Educational Rights & Privacy Act, 20 USC 1232g, as otherwise agreed to in writing by the authorized representative of DCO. The primary data set(s) to be contributed by DCO and the data fields to be contributed are listed in **Attachment C** to this Agreement. The specific record and file formats of the Primary Data Set will be as negotiated between designated representatives of the DCO and CRI. DCO agrees to make its best efforts to provide any updates to the Primary Data Set in a consistent, agreed-upon record and file format.



- b. **Other Data Sources Eligible for Linkage.** Other DCOs and data from these organizations eligible for linkage as part of the Master Data Set under this Agreement are listed in **Attachment D** to this Agreement.
- c. **Adding to the Primary Data Set.** Subject to applicable law, and provided there is mutual agreement of the Parties to this Agreement, content of the primary data set(s) may also include other education records mutually agreed upon by DCO and CRI to be necessary and appropriate for the proper execution of this Master Data Sharing Agreement or any approved Data Use Agreement executed under this Master Data Sharing Agreement.
4. **TIMING AND FREQUENCY OF UPDATES.** DCO agrees to provide the data as specified in **Attachment C** to this Agreement, with specific timing of updates to be negotiated between designated representatives of the DCO and CRI.
5. **CUSTODIAL RESPONSIBILITY AND DATA STEWARDSHIP.** The parties mutually agree that the CRI, Johnson Center at Grand Valley State University will be designated as Custodian of the raw and linked data sets and will be responsible for the observance of all conditions for use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use. Unless otherwise stated or modified in this Agreement, data will be managed, linked, and stored as specified in **Attachment E** to this Agreement (“**Standard Data Transfer, Use and Management Protocols for Identifiable and Linked Community Databases**”). While CRI will make its best efforts to facilitate the secure transmission of data from DCO to CRI, CRI is not responsible for ensuring the internal or network security of DCO or for any breaches of security occurring prior to the confirmed receipt of data by CRI. CRI is hereby informed and agrees that DCO will release data under this Agreement only upon the condition that CRI will not disclose the information to any other party not listed on the Grand Rapids Public Schools FERPA Compliance Agreement signed forms (**Attachments H and I**) without the prior written consent of the parent or eligible student, except as otherwise stated herein, and will not use the information for any purpose other than the purpose for which the disclosure was made. Further, CRI agrees to fully cooperate with DCO in the event that a parent or eligible student requests the opportunity to review their personally identifiable information that was disclosed to CRI or other Data Recipients by GRPS. CRI also agrees to notify DCO in the event it obtains prior written consent of the parent or eligible student or if a parent or eligible student directly requests of CRI a review of their personally identifiable information. For purposes of this Agreement and its attachments, “eligible student” means and includes a student 18 years or older or an emancipated student.
6. **ROLES AND RESPONSIBILITIES.** CRI agrees to provide appropriate staff support to execute its data stewardship, data management, custodial responsibilities, and analysis under this Agreement. DCO agrees to provide appropriate staff support to create and transmit to CRI Primary Data Sets as specified in **Attachment C** to this Agreement.
- a. The following CRI staff members are assigned to roles related to the proper management, processing, and distribution of the data under this Agreement, as described in **Attachment E – Section 1** to this Agreement (“**Standard Data Transfer, Use and Management Protocols for Identifiable and Linked Community Databases**”).

Role	Name/Title	Contact Information
CRI Data Steward	Gustavo Rotondaro Associate Director, CRI Grand Valley State University	Email: rotondag@gvsu.edu Phone: 616-331-7591
Database Administrator/Linker	Eleibny Feliz Santana Database and System Security Administrator, CRI Grand Valley State University	Email: felizel@gvsu.edu Phone: 616-331-7271

- b. Principal Investigator(s) or Lead Data Analyst(s) conducting research and evaluation for the B2B Initiative are listed in **Attachment D** to this Agreement. Their role in relation to covered data is described in **Attachment E – Section 1** to this Agreement (“**Standard Data Transfer, Use and Management Protocols for Identifiable and Linked Community Databases**”). In addition, Principal Investigator(s) or Lead Data Analyst(s) may involve one or more student research assistants, working under the close supervision of the Principal Investigator(s) or Lead Data Analyst(s), to assist in a support role with various tasks under this Agreement and any approved Data Use Agreements executed under this Agreement.
- c. The following person(s) will serve as primary contact(s) at CRI and the DCO for matters relating to the transfer and management of DCO data:

CRI Contact:	Data Contributing Organization Contact:
Eleibny Feliz Santana Bicycle Factory, Suite 200 210 Front Ave. SW Grand Rapids, MI 49504-6431 Email: felizel@gvsu.edu Phone: 616-331-7271	Susan Boyle Heynig Director of Student Information Systems Grand Rapids Public Schools 1331 Franklin SE Grand Rapids, MI 49506 E-mail: HeynigS@grps.k12.mi.us Phone: 616-819-2074

- d. The following person(s) will serve as primary contact(s) at CRI and DCO for matters relating to the administration of this Master Data Sharing Agreement:

CRI Contact:	Data Contributing Organization Contact:
Gustavo Rotondaro Associate Director, CRI Grand Valley State University Bicycle Factory, Suite 200 210 Front Ave. SW Grand Rapids, MI 49504-6431 Email: rotondag@gvsu.edu Phone: 616-331-7591	Teresa Weatherall Neal Assistant Superintendent Of Community and Student Affairs Grand Rapids Public Schools 1331 Franklin SE Grand Rapids, MI 49506 Email: NealT@grps.k12.mi.us Phone: 616-819-2125

7. **PERMISSIBLE DATA USE, LINKING AND SHARING UNDER THIS AGREEMENT.** All data shared as part of this Agreement and any related Data Use Agreements remains the property of the supplying DCO. This Agreement represents and warrants further that data covered under this Agreement shall not be disclosed, released, revealed, showed, sold, rented, leased, or loaned to any person or organization except as: (1) specified herein; (2) approved in an executed Data Use Agreement; (3) otherwise authorized in writing by the DCO; or (4) required by law. Access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this section and to those individuals on a need-to-know basis only. Each person not employed by CRI who is authorized to receive personally identifiable information (Data Recipients) shall sign **Attachment B** acknowledging that s/he shall comply with the restrictions within this Agreement on disclosure of such data. Notwithstanding these exceptions, CRI understands and agrees that it will not, under any circumstances, disclose personally identifiable information from the education records it receives from DCO to any other party not listed on the Grand Rapids Public Schools FERPA Compliance Agreement signed forms (**Attachments H and I**) without the prior written consent of the parent or eligible student, and CRI understands and agrees that it will not use the information for any purpose other than the purpose for which the disclosure was made. CRI also agrees and understands that DCO shall receive written notice of any use or disclosure made with such consent.
- a. **Authorized Linkage and Data Transfers of Data Contributing Organization for Program and Site Management.** Access to limited identifiable student and academic performance data will be restricted to a tightly controlled data stream of “need to know” users at end service points (Out of School Time Providers) and carefully selected organizational administrators to see this data (as specified in **Attachments A and C** to this Agreement). Only GRPS student records with a signed parental consent form (administered by GRPS and included in this Agreement as **Attachment F**) will be transmitted for this purpose.
 - b. **Authorized Linkage and Data Transfers of Data Contributing Organization for Research and Evaluation.** Uses of this data apply only to de-identified data released to the B2B Principal Investigator(s)/Lead Data Analyst(s) for use in evaluating the overall academic and community impact of B2B program components overtime. A Grand Valley State University (GVSU) parental consent form (a template is included as **Attachments J-ENGLISH and J-SPANISH** to this Agreement and managed by GVSU) authorizing the release of de-identified educational data for the purpose of research and evaluation that is explicitly authorized under this Agreement must be signed by the parent(s) or guardian(s) of the B2B Out of School Time program participant. Furthermore, for the evaluation of B2B in statistical models, Principal Investigator(s)/Lead Data Analyst(s) will need access to de-identified GRPS students who are candidates for matching (control group members). Students that would be eligible for inclusion in a de-identified comparison group must contain at least 10 students within any school and grade **AND** meet the following criteria:
 - i) Any non-participant student in grades K to 5 who attends an elementary school in the Hope Zones OR lives in one of those school’s elementary attendance areas (see **Attachment K** for a reference map of the Believe to Become Hope Zones).
 - ii) Any non-participant student in grades 6 to 8 who lives in a Hope Zone elementary attendance area OR attends Burton or G.R. Ford middle school.
 - iii) Any non-participant student grades 9 to 12 who lives in one of the Hope Zone elementary attendance areas.

- c. All B2B research requests must be completed and submitted for approval to the DCO. The Research Request must include a GRPS Research Request form included in **Attachment G** to this Agreement, a research design document containing specifics to the data, methods, and intended outcomes of the research work and copies of approval from GVSU Human Research Review Committee. Release or use of data for research or analysis not explicitly authorized by DCO is not permitted.
- d. The Principal Investigator(s)/Lead Data Analyst(s) is restricted to conducting and releasing analyses of GRPS data, including comparison group data, only for the broad purposes explicitly described in each specific Research Request submitted under this Agreement. The research team will focus on within-school comparisons of B2B participant students with non-B2B participant students and data mining for other purposes is prohibited.
- e. CRI, and all individuals to whom DCO or CRI have disclosed personally identifiable information pursuant to this Agreement, shall destroy or return to DCO all personally identifiable information when the information is not longer needed for the purposes for which the research is being conducted, not later than 6 months after the termination date specified in Section 2
- 8. RESOURCES AND COSTS OF DATA SHARING AND DATA MANAGEMENT.** Costs for staff time and technology maintenance to execute this Agreement will be provided for by separate Memorandum of Understanding.
- 9. NO WARRANTY FOR DATA OR LINKAGE QUALITY.** Both the accuracy of record linkage and the utility of administrative data for research and analytical purposes are dependent on the quality and consistency of the source data. Although CRI will use reasonable efforts to promote accurate record linkage and the creation of appropriate data sets for analysis, no warranty is made as to the achievement of any particular match rate nor as to the ultimate accuracy or utility of any data contributed under this Agreement.
- 10. INDEMNIFICATION.** The parties agree that statutory and common law theories and principles of liability, indemnification, contribution, and equitable restitution shall govern all claims, costs, actions, causes of action, losses or expenses (including attorney fees) resulting from or caused by the actions or omission of the parties hereto. Furthermore, if either party becomes aware of a claim involving the other within the relationship, the party with knowledge of the claim shall inform the other part in writing within ten (10) days of receiving knowledge of the claim, demand, or other loss.
- 11. PUBLICATION AND DISSEMINATION OF RESULTS.** CRI shall provide DCO copies of written reports, analysis or visuals produced or derived in part from DCO data prior to public dissemination. Copies shall be submitted to the DCO's primary contact for the administration of this Master Data Sharing Agreement as specified in section 6 to this Agreement. Furthermore, parties agreed that at least one review meeting will take place between GRPS leadership group and B2B research team prior to dissemination of results. The rights and ownership of analyzed data produced or derived in part from DCO will be addressed in individual research requests for each B2B program.
- 12. TERMINATION AND MODIFICATION OF THIS AGREEMENT.** CRI and DCO may amend this Agreement by mutual consent, in writing, at any time. This Agreement may be terminated at any time by either party with thirty (30) days' written notice. Upon termination of this Agreement, either by lapse of time or by written notice, CRI will dispose of DCO's data as specified in **Attachment E** to this Agreement ("Standard Data Transfer, Use and Management Protocols for Identifiable and Linked Community Databases") unless otherwise specified in an attachment to this Agreement.

13. SIGNATURES. By the signatures of their duly authorized representatives below, the Community Research Institute at Grand Valley State University and Grand Rapids Public Schools agree to all of the provisions of this Data Sharing Agreement and execute this Agreement effective with this signing for the period set forth in Section 2.

For Community Research Institute:

For Grand Rapids Public Schools:

George Grant, Jr., B.S.W., M.S.W., Ph.D.
Dean, College of Community and Public Service
Grand Valley State University

Dr. Bernard Taylor, Jr. Superintendent
Grand Rapids Public Schools

