Data Share and Use Agreement
Between
Illinois State Board of Education
and
The Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin-Madison’s Wisconsin Center for Education Research

This Data Share and Use Agreement (hereinafter “Agreement”) is hereby made and entered into by and between the Board of Regents of the University of Wisconsin System, a body politic and corporate of the State of Wisconsin, on behalf of the University of Wisconsin-Madison’s Wisconsin Center for Education Research (“WCER”), with a principal place of business and post office address at School of Education, University of Wisconsin-Madison, 1025 West Johnson street, Madison, Wisconsin 53706 (the “Recipient”); and the Illinois State Board of Education (“ISBE”) (each a “Party” and collectively “the Parties”).

I. RECITALS

1. ISBE maintains information, including individually identifiable information, on students, including prior Illinois students (“Student Data”); teachers, including teacher certification and service record data (“Teacher Data”); schools or institutions; and districts (collectively “Confidential Data”), necessary for required federal reporting and to audit and evaluate education programs and to perform studies for, or on behalf of, public elementary and secondary schools, all in a manner consistent with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (“FERPA”) and the Illinois School Students Records Act (105 ILCS 10/1: et seq.) (“ISSRA”).

2. The term "individually identifiable information" means information that is identifiable to a particular individual, classroom, program, school or district, including but not limited to the following: (a) a first and last name; (b) a home or other physical address, including street name and name of a city, town, or county; (c) an e-mail address; (d) a telephone number; (e) a social security, employer identification, student identification number, school or institution identification number, or district identification number; (f) test scores; or (g) clinical information, including any questionnaires, notes, or other documentation.

3. ISBE is authorized by law to secure, compile, catalog, publish and preserve information and data relative to the public school system of Illinois, making such comparison as will assist the General Assembly in determining the priorities of educational programs to be of value to the public school system of Illinois and of other states (105 ILCS 5/2-3.31).

4. ISBE is the state agency in Illinois responsible for educational policies and guidelines for public schools, pre-school through grade 12 and Vocational Education in Illinois, and is responsible for analyzing the present and future aims, needs and requirements of education in Illinois (105 ILCS 5/1A-4).

5. Federal law allows the release of educational records or personally identifiable information of students without the consent of students or parents (“individually identifiable student...
information"), so long as the disclosure is to authorized representatives of state educational authorities for purposes of audit or evaluation of state supported education programs, or to organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of improving instruction, so long as the studies are conducted in such a manner that they do not allow for the personal identification of students and parents by persons other than representatives of such organizations and the information is destroyed when no longer needed for the purpose for which the study was conducted. 20 U.S.C. § 1232g(b)(1)(C)(i)(III) and (b)(1)(F) and 34 C.F.R. § 99.31 (a)(1)(i)(B), 99.31(a)(3)(iv) and (a)(6)(i)(C).

6. The Parties wish to enter into this Agreement in order to:

A. Establish Recipient as ISBE’s authorized representative for purposes of Recipient providing ISBE with research, analysis, audit and/or evaluation of the State’s educational system for the improvement of educational instruction;
B. Establish the necessary data sharing arrangements between the Parties to provide data necessary to conduct research, analysis, and evaluation for ISBE;
C. Facilitate the audit or evaluation of education programs for, or on behalf of, ISBE in a manner permitted by FERPA, ISSRA, and other applicable law ("Audit or Evaluation"); and
D. Facilitate the performance of studies for, or on behalf of, educational institutions and ISBE in a manner permitted by FERPA, ISSRA, and other applicable law ("Research").

II. DATA SHARING AUTHORIZATIONS

1. ISBE hereby designates and recognizes Recipient as its authorized representative for purposes of Research, Audit and Evaluation related to the purposes set forth in Exhibit A ("Specifications").

2. ISBE agrees to share the ISBE data specified in Exhibit A with the Recipient solely for the limited purposes and extent as set forth in the Specifications. Recipient agrees to use the Confidential Data only for the specific research projects set forth in the Specifications.

3. Recipient will securely store the Confidential Data as set forth in Exhibit E ("Data Security Plan") and agrees to secure the agreement and signature(s) of the individuals with access to the Confidential Data, on the required data security agreement(s) (example attached as Attachment 1 to the Data Security Plan, regarding security, storage and maintenance of the Confidential Data identified in the Specifications, and provide ISBE with fully executed copies of such agreement(s).

4. The Recipient agrees that it is ultimately responsible for ensuring that any individual or third-party to which ISBE’s Confidential Data is to be provided operates within the terms of this Agreement.

5. The Recipient is responsible for ensuring that any third party recipient, under contract to and working in collaboration with Recipient, does not retain any Confidential Data permanently,
but is required to return data to Recipient, or, at the request of ISBE, to ISBE upon completion of the work or termination of this Agreement. ISBE may request that the Confidential Data be permanently destroyed and that written certification of destruction be sent to ISBE. Confidential Data shall be destroyed or returned within 10 days upon completion of the work or ISBE’s request, whichever occurs first.

6. ISBE makes no representations or warranties, express or implied, with respect to the Confidential Data. ISBE shall not be liable to the Recipient for amounts representing the loss of profits, loss of business or indirect, consequential or punitive damages in connection with the provision or use of Confidential Data under this Agreement.

III. DATA ACCESS, USE, AND SECURITY

1. Restrictions on Recipient. The data access, use, and security restrictions set forth in this Section shall apply to the receipt, use, disclosure, and maintenance of Confidential Data by Recipient. Recipient agrees to the following:

A. Confidential Data may only be used for the purpose or purposes authorized pursuant to this Agreement.

B. Recipient will comply with all applicable laws, materials, regulations and all other state and federal requirements with respect to the protection of privacy, security and dissemination of the shared data.

C. Recipient will comply with the relevant requirements of FERPA (20 U.S.C. § 1232g) and ISSRA (105 ILCS 10/1 et seq.), regarding the confidentiality of Student Data, and specifically, “education records” as defined in FERPA and “school student records” as defined in ISSRA. Any use of information contained in student education records to be released must be approved by ISBE. To protect the confidentiality of student education records, Recipient will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.

D. Recipient will follow ISBE’s confidentiality requirements for all ISBE data, pursuant to the Data Processing Confidentiality Act (30 ILCS 585/0.01, et seq.). Information obtained from any individual shall:

- Be confidential.
- Not be published or open to public inspection.
- Not be used in any court in any pending action or proceeding.
- Not be admissible in evidence in any action or proceeding.

The above listing is not exhaustive.

a. All records and other information maintained by ISBE regarding any person are confidential and shall be protected from unauthorized use and/or disclosure under this Agreement. Any dissemination or use of the Confidential Data for other than the
primary purpose of this Agreement without the express written authority of ISBE is specifically prohibited. Confidential Data released under this Agreement are solely for the use of Recipient and are to be used only for the specific purposes as described in the Specifications.

E. In the event that any Confidential Data is required to be disclosed in response to a valid order of a court of competent jurisdiction or other governmental body of the United States or any political subdivisions thereof, Recipient shall first (a) notify ISBE of the order and provide a complete copy of such order to ISBE and (b) permit ISBE to seek an appropriate protective order. Recipient shall reasonably cooperate with ISBE, but will not be required to provide legal services, if ISBE wishes to apply to such court for a protective order. Recipient shall only disclose the Confidential Data to the extent necessary and for the purposes of the court or other governmental body. Furthermore, Recipient must comply with the notice requirements of FERPA (34 C.F.R. § 99.33 (b)(2)) when and if it is required to disclose any Student Data in accordance with a lawfully issued subpoena or court order.

F. In the event that Recipient receives an open records request for any ISBE data or service produced under this Agreement, Recipient shall (a) immediately notify ISBE of the request and provide a complete copy of such request to ISBE, (b) respond to the open record request as directed by ISBE but in any event any response shall redact as much information as allowed under the applicable open records law, and (c) permit ISBE to defend against such a request or seek an appropriate protective order. Recipient shall reasonably cooperate with ISBE in responding to the open records request, and if ISBE wishes to defend against such a request or apply for a protective order, but will not be required to provide legal services. Recipient shall only disclose the Confidential Data to the extent necessary and; if there is a court or other governmental body order, for the purposes of such order. Furthermore, Recipient must comply with the notice requirements of FERPA (34 C.F.R. § 99.33 (b)(2)) when and if it is required to disclose any Student Data in accordance with an open records request, a lawfully issued subpoena or court order.

G. Nothing in this Agreement may be construed to allow Recipient to maintain, use, disclose or share the Confidential Data in a manner not allowed by state or federal law or regulation, including but not limited to FERPA (20 U.S.C. § 1232g) and ISSRA (105 ILCS 10/1 et seq.).

H. Recipient will restrict access to Confidential Data to only those persons required to access the data in order to perform the specific purposes authorized by this Agreement. Recipient will instruct all persons having access to Confidential Data on the use and confidentiality restrictions set forth in this Section III and sanctions for unauthorized disclosure; and shall require all employees, contractors, subcontractors or agents of any kind to comply with all applicable provisions of FERPA and other state and federal laws with respect to the Confidential Data. Recipient shall upon request produce a written acknowledgement from all such persons verifying that such instruction has occurred. Recipient will require and maintain an appropriate confidentiality agreement, as
identified in Exhibit E, Attachment 1 herein, with each employee, contractor, subcontractor or agent with access to Confidential Data.

I. Recipient will not share Confidential Data with anyone, except those employees and contractors, subcontractors and agents of Recipient that are directly involved in providing services for the purposes identified in Exhibit A, according to the terms of this Agreement.

J. There shall be no contracting or subcontracting of work involving Confidential Data or any disclosure of Confidential Data to any agent, contractor, or subcontractor without prior written notification to ISBE’s Authorized Representatives as set forth in Section V, Paragraph 6. Such notification shall include the name of any contractor, subcontractor or agent, the specific data for disclosure, along with the data’s use, the processes and timeline for the destruction or return of the data, and assurances of confidentiality as set forth in this Agreement. All contracting and subcontracting must be consistent with FERPA requirements relating to the outsourcing of services or functions involving Student Data.

K. The only officials and employees of Recipient with authority to request, receive, or obtain the information set forth in the Specifications of this Agreement are identified on Exhibit A, Attachment 1. Recipient shall designate one authorized representative in Exhibit A, Attachment 1, who shall be responsible for transmitting all Confidential Data requests and maintaining a log or other record of all Confidential Data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction of Confidential Data as required by this Agreement. Recipient further agrees to supply ISBE with any changes to Attachment 1 within ten (10) working days of such change, utilizing a form that meets the requirements set forth in Exhibit C (the “Form for Amendment of Exhibit A, Attachment 1”).

L. The only officials and employees of any contractor, subcontractor or agent with authority to access the Confidential Data are set forth in Exhibit A, Attachment 2, attached hereto. Recipient will supply ISBE with any changes to Attachment 2 within ten (10) working days of such change, utilizing a form that meets the requirements set forth in Exhibit D (the “Form for Amendment of Exhibit A, Attachment 2”).

M. Recipient will not disclose any individually identifiable information or Confidential Data under this Agreement in a manner which could identify an individual student or person, except as authorized by ISBE and applicable law. Disclosure includes, without limitation, disclosure of information, research, or analysis in a manner that permits the personal identification of parents and students, as such terms are defined in the FERPA regulations (34 C.F.R Part 99); and includes, de-identified data in cell sizes of less than ten (10) for each category or subcategory of data, and de-identified or aggregate data in cell sizes of more than ten (10) for each category or subcategory that, when disaggregated could lead to indirect disclosure through the disclosure, through the cumulative effects of disclosures, or when combined with other data element(s) in the public domain.

N. Recipient may not re-disclose Student Data to any other person or entity unless permitted by law and approved in advance under an amendment to this Agreement and, if required
by law, the parent or student (if such student may consent to disclosure under FERPA). Re-disclosure of Student Data includes, without limitation, disclosure of information, research, or analysis in a manner that permits the personal identification of parents and students, as such terms are defined in the FERPA regulations (34 C.F.R. Part 99); and includes, de-identified data in cell sizes of less than ten (10) for each category or subcategory of data, and de-identified or aggregate data in cell sizes of more than ten (10) for each category or subcategory that, when disaggregated could lead to indirect disclosure through the re-disclosure, through the cumulative effects of disclosures, or when combined with other data element(s) in the public domain.

O. Recipient certifies that it has the capacity to restrict access to the Confidential Data and maintain the security of electronic information. Recipient shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Data received from, or on behalf of ISBE. Recipient acknowledges that the use of unsecured telecommunications, including the Internet, to transmit individually identifiable or deducible information derived from the Confidential Data specified in Exhibit A is strictly prohibited. Recipient agrees that all data transmissions will be encrypted and provided through a secure FTP site. These measures will be extended by contract to all contractors, subcontractors, or agents that will receive Confidential Data provided by this Agreement and used by Recipient.

P. Recipient will not provide any Student Data obtained pursuant to this Agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Section 99.31 or Section 99.33 of Title 34 of the Code of Federal Regulations. 34 C.F.R. § 99.31 (a)(6)(iv); 34 C.F.R. § 99.33 (e).

Q. Recipient agrees to fully report to ISBE within one day of discovery, any infraction of the confidentiality provisions and, any use or disclosure of Confidential Data not authorized by this Agreement or in writing by ISBE. Recipient’s report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Confidential Data used or disclosed; (iii) who made the unauthorized use and received the unauthorized disclosure; (iv) what Recipient has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action Recipient has taken or shall take to prevent future similar unauthorized use and/or disclosure. Recipient shall provide such other information, including a written report, as reasonably requested by ISBE.

R. Recipient agrees to secure any and all data received pursuant to this Agreement and agrees to establish, secure and retain records of access and use of all Confidential Data received pursuant to this Agreement. Recipient agrees to allow ISBE on-site inspection and access to all relevant data files and servers to verify data security and usage, as well as audit access, throughout the Term of this Agreement and for a period of three (3) years following the termination this Agreement. The three (3) year period shall be extended for the duration of any audit in progress during the Term. No fees shall be assessed for such access, audit or review, and Recipient agrees to cooperate with ISBE’s efforts to verify data security and usage.
S. Recipient must create and maintain a record of any disclosure of Confidential Data made to any other person or entity pursuant to this Agreement. The record of disclosure must record the name of any person or organization receiving the Confidential Data and their legitimate interest in the Confidential Data for Audit or Evaluation or Research. The record must also describe the Confidential Data included within the disclosure by class, school, district, or other appropriate grouping. Upon ISBE’s request, Recipient must provide a copy of the record of further disclosures to ISBE.

T. Any breach of the security of any Confidential Data provided to any person or entity under this Agreement shall be subject to the terms and provisions of the Personal Information Protection Act (815 ILCS 530/1 et seq.).

U. Recipient will obtain from the Recipients’ Institution Review Board (“IRB”), either approval or a determination of exemption for all research conducted using Confidential Data, where required by law and/or Recipient’s IRB policy. ISBE may request a copy of any completed IRB review related to ISBE’s data; and Recipient shall provide ISBE with a copy of the requested IRB review within ten (10) working days of ISBE’s written request.

V. Recipient may not assign its obligations under this Agreement, or any part of its interest in this Agreement, without the prior written consent of ISBE. Any assignment made without said consent shall be null and void.

W. Recipient agrees that ISBE data shall not be archived or sent to a records center, and shall not be retained for any period longer than the Term of this Agreement or the completion of the applicable specific purpose as set forth in Exhibit A, whichever occurs first (the "Retention Period").

X. Recipient recognizes and agrees that the data it obtains from the Illinois State Board of Education under this Agreement is the property of ISBE and shall be disposed of or returned to ISBE upon request.

Y. Upon termination, cancellation, expiration or other conclusion of this Agreement, Recipient will dispose of all data files and hard copy records. Disposal means the return of the information to ISBE and/or permanent destruction of the information, including purging any copies of data from its computer systems. ISBE may direct whether the information is to be returned or disposed of. If Recipient destroys the information, it shall provide ISBE within 10 days with a written certificate confirming the method and date of destruction of the data. Recipient agrees to require all employees, contractors, subcontractors, or agents of any kind to comply with this provision.

Z. Confidential Data shall be disposed of within 10 days after the Retention Period or at ISBE’s request, whichever occurs first. If Recipient destroys the Confidential Data, it shall provide ISBE within 10 days with a written certificate confirming the method and date of destruction of the Confidential Data. Recipient agrees to require all employees, contractors, subcontractors, or agents of any kind to comply with this provision.
2. Recipient must ensure that any third-party recipient of ISBE Confidential Data working under or in collaboration with the Recipient agrees by contractual terms to the provisions of this Agreement for the sharing, disclosure, re-disclosure, use, maintenance, security and destruction of the Confidential Data.

3. The terms and provisions of this Section III shall apply to the use of ISBE data received by Recipient for so long as Recipient retains the data and shall survive the termination of this Agreement.

IV. TERM AND TERMINATION

1. **Term.** This Agreement shall become effective upon execution, and, subject to any earlier termination as provided herein, shall remain in full force and effect as a multi-year Agreement through and including June 30, 2012 (the “Term”). Thereafter, this Agreement will be automatically renewed and extended for two additional three (3) year periods (from July 1, 2012 through June 30, 2015; and from July 1, 2015 through June 30, 2018), unless a Party gives written notice to the other Party that it will not renew at least thirty (30) days prior to the expiration of the then current Term. If the Recipient wishes to enter into a new agreement after June 30, 2018, the Recipient must provide ISBE with notice of its interest in such agreement by January 1, 2018.

2. **Termination.** This Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party.

3. **Termination for Breach.** Notwithstanding any other provisions to the contrary, this Agreement is subject to immediate cancellation by ISBE for failure of Recipient or its authorized contractor, subcontractor, or agent to adhere to any provision set forth in this Agreement.

4. **Termination upon Unauthorized Data Disclosure.** Notwithstanding any other provisions to the contrary, ISBE may immediately terminate its participation in this Agreement if any Confidential Data disclosed by ISBE to Recipient is used in any manner which violates the terms and provisions of this Agreement, ISSRA, and/or FERPA.

5. **Survival.** Notwithstanding any other provision in this Agreement, the terms of this Agreement regarding the use, confidentiality, and secure maintenance of data shall survive any termination of this Agreement and continue in full force and effect.

V. GENERAL PROVISIONS

1. **Amendment.** This Agreement may be amended only by a written instrument signed by the Parties hereto. Notwithstanding the foregoing, any amendment to modify or add to the scope of the research or data to be shared may be signed by ISBE’s Authorized Representatives, and Recipient’s Executive Director, and shall be in the form as set forth in Exhibit B (the “Form for Amendment of Research Scope or Shared Data”).
2. **Cooperation for Research Amendments.** The Parties agree to cooperate in amending this Agreement, as necessary to meet the purposes of Article I, Section 6 of the Agreement. The Recipient shall cooperate with ISBE in addressing and modifying any amendment for additional or continued research, so as to clarify the scope of the research and meet the requirements of FERPA. ISBE shall approve or deny all requested research amendments in writing within 30 days of any final clarification or submission by the Recipient. If ISBE fails to approve or deny any research amendment in writing within 30 days, the research amendment shall be deemed to be denied.

3. **Reservation of Data Release.** ISBE reserves the right to refuse any data request involving individually identifiable information data or institution/district level data; however, nothing herein shall prohibit individuals or entities from releasing data pertaining to themselves or their own institution or district.

4. **Comment Period.** ISBE shall be provided for its review, any and all research and other reports produced using its data. ISBE expressly reserves the right to review and comment on any use of the data shared or collected pursuant to this Agreement, before its public release. The period of such review will be 30 days from ISBE’s receipt of the material to be publicly released. After the 30 day review period has lapsed, if ISBE has not approved the use in writing, the Recipient may not release the material publicly with ISBE’s data included, but shall remove all ISBE data from the proposed publication and associated research analysis and provide a copy of the proposed publication, sans ISBE data, to ISBE prior to final publication. ISBE reserves the right to demand that Recipient include in any material to be publicly released that includes the use of ISBE data, a rejoinder to be provided in writing by ISBE.

5. **Public Announcements.** All media releases and public announcements by either Party relating to this Agreement, its subject matter, or the Specifications shall be coordinated with and approved in writing by ISBE.

6. **Authorized Representatives.** The following persons are authorized to approve an Amendment to this Agreement on behalf of the Parties (each, an "Authorized Representative," and collectively, the "Approval Representatives"):  

   For ISBE: its Division Administrator, Assessment, and Assistant Superintendent, Standards and Assessments, or their respective designee(s);  

   For Recipient: its Executive Director of the Wisconsin Center for Education Research or his/her respective designee(s).

7. **Notices.** All notices or other correspondence required to be given pursuant to this Agreement shall be sent by mail or delivered to the Party’s Authorized Representatives at the following addresses:

   Illinois State Board of Education  
   100 North First Street  
   Springfield, IL 62777
With a copy to:

General Counsel
Illinois State Board of Education
100 North First Street, S-493
Springfield, IL 62777

Wisconsin Center for Education Research
Rob Meyer, Director, Value Added Research Center
School of Education
University of Wisconsin-Madison
1025 West Johnson Street, Room 767
Madison, Wisconsin 53706

In case of an emergency or when immediate assistance is needed:

The person to contact on behalf of ISBE is:

Division Administrator, Assessments
Telephone: (217) 782-3950

The person to contact on behalf of Recipient is:

Wisconsin Center for Education Research
Rob Meyer, Director, Value Added Research Center
School of Education
University of Wisconsin-Madison
Telephone: 608-265-5663

8. **Entirety.** This Agreement, together with the Exhibits attached hereto, constitutes the entire Agreement among the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by any Party.

9. **Severability.** In case any provision in this Agreement is held to be invalid, illegal or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the Parties’ intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the State or ISBE arising out of this Agreement must be filed with a court of competent jurisdiction.
11. **Records.** Books and records, including information stored in databases or other computer systems, shall be maintained by Recipient for a period of three (3) years from the later of the Term of this Agreement or the Retention Period, and by any subcontractor for a period of three (3) years from the later of the date of the final payment under the subcontract or completion of the subcontract. The three (3) year period shall be extended for the duration of any audit in progress during the Term. Books and records required to be maintained under this section shall be available for review or audit by representatives of ISBE, the Auditor General, and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Recipient and its subcontractors shall cooperate fully with any such audit. Recipient and its contractors or subcontractors shall not impose a charge for audit or examination of Recipient’s, contractor’s, or subcontractor’s books and records.

12. **Hold Harmless.** The Recipient shall be solely responsible for the unlawful disclosure of ISBE data it has received and, to the extent permitted by applicable law, will defend, indemnify and hold harmless ISBE for any and all claims arising out of or in any way connected to such disclosure.

13. **Injunctive Relief.** Recipient agrees that an impending or existing violation of any provision of this Agreement would cause ISBE irreparable injury for which it would have no adequate remedy at law and that ISBE shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

14. **Authority to Execute.** Each Party represents and warrants to the other Party that this Agreement has been duly authorized, executed and delivered by and on behalf of each such Party, and constitutes the legal, valid and binding agreement of said Party.

15. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

16. **Recitals and Exhibits.** The recitals in Section I and the following Exhibits are hereby incorporated by reference and expressly made a part of this Agreement.

Exhibit A – SPECIFICATIONS (including Appendix A and B, and Attachments 1 and 2)
Exhibit B – SAMPLE FORM FOR AMENDMENT OF RESEARCH SCOPE OR SHARED DATA
Exhibit C – SAMPLE FORM FOR AMENDMENT OF EXHIBIT A, ATTACHMENT 1
Exhibit D – SAMPLE FORM FOR AMENDMENT OF EXHIBIT A, ATTACHMENT 2
Exhibit E – DATA SECURITY PLAN (including Attachment 1)
IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

For the Illinois State Board of Education:

By: [Redacted]

Connie Wise
Assistant Superintendent,
Standards and Assessment

By: [Redacted]

Joyce K. Zurkowski
Division Administrator,
Assessment

For The Board of Regents of the University of Wisconsin System:

By: [Redacted]

Name: Michael Morris
Title: Contracts Coordinator
Research & Sponsored Programs
Date: 6/8/10

Read and Acknowledged:

I hereby acknowledge the terms of this Agreement and represent that I will uphold the obligations of confidentiality contained herein.

For the Wisconsin Center for Education Research

By: [Redacted]

Name: Robert H. Meyer
Title: VARC Director
Date: 6/4/10
EXHIBIT A

SPECIFICATIONS

For SHARED DATA and USE

I. **RESEARCH STUDY: A VALUE-ADDED SYSTEM FOR ILLINOIS AND CHICAGO PUBLIC SCHOOLS BASED ON ILLINOIS STATEWIDE ASSESSMENT DATA**

A. **DESCRIPTION OF RESEARCH:** A Value-Added System for Chicago Public Schools Based on Illinois Statewide Assessment Data.

The Wisconsin Center for Education Research (WCER), through its Value Added Research Center (VARC), has been working with the Chicago Public Schools (CPS) to produce area, school, and grade level value-added estimates for grades 4 through 8 for the past two years. Plans are to expand the model to include differential effects for various student characteristics, such as race, and for various curriculums and programs, and to estimate teacher level value-added effects. In addition, through use of statewide data, CPS will be able to place its own schools within the context of the state. Further, the Illinois State Board of Education (ISBE) will have a model for use at the state level.

The main goal of this work for CPS is to place the value-added productivity of CPS schools within the context of the value-added productivity of all Illinois public schools. School-level results can then be interpreted as the number of points the CPS school contributed to student growth that was more or less than similar students statewide (rather than district-wide). The focus of this part of the work is on providing value-added information to CPS schools.

WCER does not make any of the data available publicly, but CPS makes its school-level value-added results publicly available to all CPS schools and would also provide state-wide value-added results as they relate to CPS schools via this project. CPS provides school leaders and area officers additional information, including a school-level report for each school. The development of the value-added metric provides an accurate measure of growth, accounting for the student population that each school works with. The development of this metric will improve the identification of high-growth and low-growth schools, and further study will help to identify effective strategies for improving student growth that can be shared statewide.

Out of this work, ISBE will receive value-added information for all Illinois public schools. The information to be provided to ISBE will include a data file of school level ratings in comparison to all state public schools comprised of similar student populations, along with a report explaining what was done and an analysis of what it indicates.

B. **SPECIFIC DATA REQUESTED (including format and data elements)**

We request:
The model with district, area, school, and grade level results requires a data file containing the following fields for school years 2007-2008 and 2008-2009:

- ISAT scale score 2008 in reading and math,
- ISAT scale score 2009 in reading and math,
- Grade level of 2008 ISAT test,
- Grade level of 2009 ISAT test,
- Sex,
- Free reduced lunch indicator,
- Homeless indicator,
- ELL status,
- Access 2008 Literacy Scale Score
- Access 2009 Literacy Scale Score
- Access 2008 Composite Scale Score
- Access 2009 Composite Scale Score
- IEP status,
- Entry date, along with school id, for every student enrollment from March 2008 to March 2009
- Exit date, along with school id, for every student enrollment from March 2008 to March 2009
- School calendar type (regular, year-round, etc.)
- Student id
- School id
- District id

The student, school, and district ids will be masked by ISBE through use of a keyed file, with the exception of data for the Chicago Public Schools (“CPS”), which CPS data shall contain the Student, School and District id.

[All data will be stored securely following the data security arrangements agreed to jointly with ISBE.]

C. HOW DATA WILL BE UTILIZED

Value-added scores will be generated from the ISBE’s data and provided to CPS through a Value-Added Data File for 2010 (Sample Value-Added Data File spreadsheet attached as Appendix A), which will include columns for Reading and Mathematics that show the value-added score-range for similarly situated schools in the state. CPS will also be provided a Value-Added School Report for each of its schools (Sample Value-Added School Report attached as Appendix B), which shall contain two scatter plot graphs, one for Reading and one for Mathematics, with all schools in the state represented, similar to the scatter plot graphs represented on page 2 of Appendix B.
None of the statewide data provided to CPS for either the Value-Added Data File for 2010 or the Value-Added School Reports will include individual student, school or district identifiable information other than CPS schools, including names, IDs, Unit, Area, or Number of Students.

ISBE will receive a raw data value-added data file for all Illinois public schools similar to Appendix A. The information to be provided to ISBE will include a data file of individual grade level and school level ratings in comparison to all state public schools comprised of similar student populations. Value added rankings will be included in the file. Suggested file layout will be presented to ISBE for approval.

D. REPORT

WCER research staff will prepare a report on the statewide data for ISBE, explaining what was done and an analysis of what it indicates. The report will not contain names or any data specific to individual students.

Data and information generated from the ISBE data will not be released in any other manner by WCER.

E. TIMELINE FOR RESEARCH, RETURN OR DESTRUCTION OF CONFIDENTIAL DATA

(Provide a basic timeline for the research and anticipated completion date, with dates for return or destruction of confidential data.)

Data provided to WCER by April 19, 2010

Initial results to ISBE for discussion with WCER by May 20, 2010

Final report and data file to ISBE by June 15, 2010
## SAMPLE VALUE-ADDED DATA FILE

FOR

A VALUE-ADDED SYSTEM FOR ILLINOIS AND CHICAGO PUBLIC SCHOOLS BASED ON ILLINOIS STATEWIDE ASSESSMENT DATA

<table>
<thead>
<tr>
<th>School Name</th>
<th>School ID</th>
<th>Unit</th>
<th>Area</th>
<th>Grade</th>
<th>Value-Added Score</th>
<th>Number of Students</th>
<th>95% Confidence Interval Range</th>
<th>Value-Added Score</th>
<th>Number of Students</th>
<th>95% Confidence Interval Range</th>
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<td>-0.5 to 2.8</td>
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<td>112</td>
<td>-0.3 to 6.3</td>
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<td>7-8</td>
<td>0.2</td>
<td>112</td>
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<td>-1.6 to 1.6</td>
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<td>-1.2</td>
<td>66</td>
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<td>-0.8 to 6.6</td>
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<td>3.0</td>
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<td>64</td>
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<tr>
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<td>3150</td>
<td>1</td>
<td>4-5</td>
<td>0.3</td>
<td>56</td>
<td>-3.6 to 4.2</td>
<td>4.9</td>
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<td>0.2</td>
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<td>-3 to 4.2</td>
<td>-4.1</td>
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</table>
SAMPLE VALUE-ADDED SCHOOL REPORT

FOR

A VALUE-ADDED SYSTEM FOR ILLINOIS AND CHICAGO PUBLIC SCHOOLS
BASED ON ILLINOIS STATEWIDE ASSESSMENT DATA
Value-Added School Report
John Q. Public School, 2007–08

This report provides you with a summary of your school’s impact on student academic growth.

Academic growth is defined as the scale score increase on the ISAT examination from the previous year to the current year. It is measured for both the ISAT Mathematics and Reading examinations.

Value-added is a nationally recognized way of measuring growth that is used in multiple districts nationwide. At Chicago Public Schools (CPS), the value-added metric has been developed in collaboration with academic experts from the University of Wisconsin.

The value-added metric is a more informative, accurate and equitable way to measure how your students progress from one year to the next. It is more informative because it measures the actual amount of growth; in ISAT scale score points; more accurate because it reflects growth at all levels of student achievement; and more equitable because it accounts for differences in student populations.

Student progress varies by grade, prior performance and demographics. The value-added metric accounts for these factors, comparing students along the following dimensions: grade level, prior ISAT score, IEP status, ELL status, free and reduced-price lunch status, gender, and number of times a student changed schools between ISAT examinations.

Value-added metrics provide data to help you answer questions such as, How much does a school contribute to student growth? and How does this impact differ across grade levels? The value-added metrics are an additional piece of information to help you make informed decisions that can lead to better instruction for your students — ensuring that every child in every school is on track at every stage in his or her CPS career to graduate prepared for success in postsecondary school and work.

On average, the year-to-year gain between 2007 and 2008 for your students in reading was **1.9 scale score points lower** than similar students district-wide.

On average, the year-to-year gain for your students in math was **2.6 scale score points lower** than similar students district-wide.

---

**SCHOOL-LEVEL VALUE-ADDED, 2007–08**

<table>
<thead>
<tr>
<th></th>
<th>Reading</th>
<th>Math</th>
</tr>
</thead>
<tbody>
<tr>
<td>Value-Added</td>
<td>17th percentile</td>
<td>13th percentile</td>
</tr>
<tr>
<td>Value-Added Ranking in CPS</td>
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</tbody>
</table>

**GRADE-LEVEL VALUE-ADDED, 2007–08**

<table>
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<tr>
<th></th>
<th>Reading</th>
<th>Math</th>
</tr>
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<td>54th percentile</td>
</tr>
<tr>
<td>Value-Added Ranking in CPS</td>
<td>36th percentile</td>
<td>21st percentile</td>
</tr>
</tbody>
</table>

---

*Scores only reported if number of students > 10. See pg. 4 for data on number of students.*
Your school compared to the rest of the district

*The district can use this information to more accurately identify best practices and target schools needing assistance*

The charts below compare your school’s student growth (value-added) in reading and mathematics to student attainment (percentage of students who meet or exceed the ISAT standards). Value-added scores are read along the bottom, and percentage meeting/exceeding standards are read along the left-hand side.

In the charts below, the large blue dot represents your school; the brown squares represent schools in your area (schools opting out of the area structure are considered as a separate area); the green circles represent schools elsewhere in the district. Schools with both high value-added and high percent meet/exceed are in the upper right; schools with both low value-added and low percent meet/exceed are in the bottom left. For more information on classifying your school, see the sidebar below.

### Reading

In Reading, Your School Has Mid Value-Added (-1.9) and Mid Percent Meet/Exceed (66.3%)

### Math

In Math, Your School Has Low Value-Added (-2.6) and Mid Percent Meet/Exceed (76.4%)

Schools can be classified into one of nine categories, where value-added and percentage meeting/exceeding standards are divided into "low," "mid," and "high" scores. Cut points are aligned with the high and low thresholds from the performance policy.

---

**Increased attainment**

- Low value-added / Mid percent meet/exceed
- Mid value-added / Mid percent meet/exceed
- High value-added / High percent meet/exceed
- Low value-added / High percent meet/exceed
- Mid value-added / Mid percent meet/exceed
- High value-added / High percent meet/exceed

**Increased growth**

The district plans to conduct quantitative and qualitative research inside schools with high value-added scores — at all levels of percentage meeting/exceeding standards — to identify and share best practices districtwide for improving student growth.

---

Note: The percent of students who meet or exceed state standards represents student performance at one point in time, while value-added represents relative year-to-year progress.
Identifying areas in your school needing support

Confidence intervals provide additional information to assess your school

The value-added scores are calculated using a statistical model and reflect all measurable student factors that impact growth (see pg. 1). The measurable information used to calculate scores is necessarily limited, by the finite size of student populations and by additional factors impacting growth which cannot be appropriately measured (i.e. family circumstances). A confidence interval is a standard way to deal with limited information. Confidence intervals represent a range of scores around the value-added estimate and provide an additional level of understanding.

In the charts below, areas where your school’s impact on growth is definitely above the average of similar students district-wide are marked green and areas where your school’s impact is definitely below average are marked red (see the sidebar for more information on color codes). To identify potential areas to target for support, schools should first differentiate by color, then by value-added score.

Value-added metrics should be analyzed along with other information on your school

School leaders are encouraged to think about how individual metrics relate to other information about their schools. Included below are statistics for FY2008 on three other metrics. Preliminary analyses suggest a positive relationship between these metrics and the value-added metric. These metrics are included to emphasize the connections between the different pieces of data you receive from CPS.

<table>
<thead>
<tr>
<th>Metric</th>
<th>Your school</th>
<th>CPS Elementary</th>
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</thead>
<tbody>
<tr>
<td>Safety</td>
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<td>94%</td>
</tr>
<tr>
<td>Feel Safe</td>
<td>NA</td>
<td>95%</td>
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<tr>
<td>School</td>
<td>95%</td>
<td>94%</td>
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<tr>
<td>安全</td>
<td>95%</td>
<td>94%</td>
</tr>
<tr>
<td>Feel Safe</td>
<td>NA</td>
<td>95%</td>
</tr>
</tbody>
</table>

To help understand the confidence intervals, we have coded them into three categories:

- **Red** = the entire interval is below zero. This means you can be sure that your school’s impact on student growth is below-average.
- **Yellow** = the interval crosses zero. This means that your school’s impact may range from above-average to below-average. A positive value-added score means a higher chance of above-average impact; a negative value-added score means a higher chance of below-average impact.
- **Green** = the entire interval is above zero. This means you can be sure that your school’s impact on student growth is above-average.

Value-added School Report | 2
Student growth in your school compared to your school's value added

Below is more information on the average growth of your students and your school's value-added. The difference between growth and value-added includes comparison to the growth of similar students district-wide; this analysis also adjusts for data irregularities such as outliers. Note that all scale scores are weighted based on the length of enrollment of students at your school between March 2007 and March 2008.

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<th>Weighted Average 2008 ISAT Scale Score [b]</th>
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<td>Math</td>
<td>211.3</td>
<td>223.1</td>
<td>11.8</td>
<td>14.4</td>
<td>59</td>
</tr>
</tbody>
</table>

**GRADE-LEVEL VALUE-ADDED—READING, 2007-08**

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Weighted Average 2007 ISAT Scale Score [a]</th>
<th>Weighted Average 2008 ISAT Scale Score [b]</th>
<th>Average ISAT Scale Score Growth [c] = [b] - [a]</th>
<th>Difference Between Growth and Value-Added [d]</th>
<th>Number of Students</th>
</tr>
</thead>
<tbody>
<tr>
<td>3rd to 4th</td>
<td>181.5</td>
<td>198.9</td>
<td>17.4</td>
<td>15.3</td>
<td>23</td>
</tr>
<tr>
<td>4th to 5th</td>
<td>216.7</td>
<td>226.5</td>
<td>9.8</td>
<td>10.9</td>
<td>27</td>
</tr>
<tr>
<td>5th to 6th</td>
<td>223.0</td>
<td>229.4</td>
<td>6.4</td>
<td>11.0</td>
<td>9</td>
</tr>
<tr>
<td>6th to 7th</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7th to 8th</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**GRADE-LEVEL VALUE-ADDED—MATH, 2007-08**

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Weighted Average 2007 ISAT Scale Score [a]</th>
<th>Weighted Average 2008 ISAT Scale Score [b]</th>
<th>Average ISAT Scale Score Growth [c] = [b] - [a]</th>
<th>Difference Between Growth and Value-Added [d]</th>
<th>Number of Students</th>
</tr>
</thead>
<tbody>
<tr>
<td>3rd to 4th</td>
<td>189.8</td>
<td>206.5</td>
<td>16.7</td>
<td>15.8</td>
<td>23</td>
</tr>
<tr>
<td>4th to 5th</td>
<td>223.9</td>
<td>232.0</td>
<td>8.1</td>
<td>11.9</td>
<td>27</td>
</tr>
<tr>
<td>5th to 6th</td>
<td>228.7</td>
<td>239.1</td>
<td>10.4</td>
<td>15.3</td>
<td>9</td>
</tr>
<tr>
<td>6th to 7th</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7th to 8th</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For further information on the value-added metric, please visit the Office of Research, Evaluation and Accountability Web site at http://research.cps.k12.il.us/cps/accountweb/Research/ValueAdded.html

Office of Research, Evaluation and Accountability
125 South Clark Street, 11th Floor • Chicago, Illinois 60603
Phone: (773) 553.2320 • Fax: (773) 553.2321
ILLINOIS STATE BOARD OF EDUCATION

Name and position of all WISCONSIN CENTER FOR EDUCATION RESEARCH officials and employees authorized to request, receive, and obtain information under Shared Data Agreement.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steve Ponisciak</td>
<td>Associate Researcher</td>
</tr>
<tr>
<td>Emin Dokumaci</td>
<td>Assistant Scientist</td>
</tr>
<tr>
<td>Rob Meyer</td>
<td>Director, Value Added Research Center</td>
</tr>
</tbody>
</table>
Illinois State Board of Education

Provide the complete name of each individual, their position, their organizational affiliation, address, and telephone and fax number of any contractor or agent who will request, receive, or obtain information from the Wisconsin Center for Education Research under this Shared Data Agreement.

Research Study I (A Value-Added System for Chicago Public Schools Based on Illinois Statewide Assessment Data)

Name: 
Title: 
Organization: 

Street Address:  
City/State/Zip Code:  
Voice:  
Fax:  
E-Mail:  

Name:  
Title:  
Organization:  
Street Address:  
City/State/Zip Code:  
Voice:  
Fax:  
E-Mail:  

Name:  
Title:  
Organization:  
Street Address:  
City/State/Zip Code:  
Voice:  
Fax:  
E-Mail:  

20
EXHIBIT B
Sample Form for

AMENDMENT OF RESEARCH SCOPE OR SHARED DATA

Amendment # __________
To Exhibit A of the
Data Share and Use Agreement, Illinois State Board of Education and The Board of Regents of
the University of Wisconsin System, on behalf of the
University of Wisconsin-Madison’s Wisconsin Center for Education Research
Dated ______________

SPECIFICATIONS

I. RESEARCH STUDY TITLE: ____________________________________________

A. DESCRIPTION OF RESEARCH, including research questions to be addressed by the study:

B. SPECIFIC DATA REQUESTED (including format and data elements):

Data Element Tables for the __________________________ study are set forth in
Appendix A, attached hereto and incorporated herein. [optional depending on how the data
element files need to be listed]

C. HOW DATA WILL BE UTILIZED:
D. REPORTING:

E. ACCESS TO DATA:

1. The individuals identified in Attachment 1 and/or Attachment 2, appended hereto, will have access to the data set forth in this Amendment.

F. TIMELINE FOR RESEARCH, RETURN OR DESTRUCTION OF CONFIDENTIAL DATA: (Provide a basic timeline for the research and anticipated completion date, with dates for return or destruction of confidential data.)

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates set forth below.

__________________________
Division Administrator,
Assessment
Illinois State Board of Education

Signature Date

__________________________
Signature Date

__________________________
Print Name

__________________________
Print Name
EXHIBIT C
Sample Form for

AMENDMENT OF EXHIBIT A, ATTACHMENT 1

Data Share and Use Agreement, Illinois State Board of Education and The Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin-Madison’s Wisconsin Center for Education Research

Attachment 1, Amending Exhibit A

RESEARCH STUDY: 
Name and position of all Wisconsin Center for Education Research officials and employees authorized to request, receive, and obtain information under Data Share and Use Agreement.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
</table>

Submitted by: ________________________ Date: ____________________
Title: _______________________________

Approved by ISBE: ________________________ Date: ____________________
Title: _______________________________
EXHIBIT D
Sample Form for

AMENDMENT OF EXHIBIT A, ATTACHMENT 2

Data Share and Use Agreement, Illinois State Board of Education and The Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin-Madison’s Wisconsin Center for Education Research

Attachment 2, Amending Exhibit A

RESEARCH STUDY:
Provide the complete name of each individual, their position, their organizational affiliation, address, telephone/fax number, and e-mail address of any contractor, subcontractor or agent who may access the Confidential Data under the above referenced Research Study.

Name:
Title:
Organization:
Street Address:
City/State/Zip Code:
Telephone:
Fax:
E-Mail:

Name:
Title:
Organization:
Street Address:
City/State/Zip Code:
Telephone:
Fax:
E-Mail:

Name:
Title:
Organization:
Street Address:
City/State/Zip Code:
Telephone:
Fax:
E-Mail:

Submitted by: Date:
Title:

Approved by ISBE: Date:
Title:
Exhibit E

Data Security Plan

WCER's plan for preventing others from viewing and using the data that addresses the following issues:

a. Computer security  
b. Physical handling and storage of data  
c. Transportation of data

All ISBE data will ONLY reside on secure WCER servers. WCER/VARC staff will not download any ISBE data to PCs, laptops, or any removable storage device (office or personal).

All data work done by the WCER under this Agreement shall protect pupil, teacher, school, and district confidentiality. Employees and agents of the WCER involved in this evaluation shall abide by the confidentiality provisions of the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g, 34 CPR 99; Illinois School Students Records Act, 105 ILCS 10/1, et seq. (ISSRA); Illinois Data Processing Confidentiality Act, 30 ILCS 585/0.01, et seq.; sec. 118.125 Wis. Stats.; and low income information under the National School Lunch Act, 42 USC 1758(b)(2)(C)(iii) to (v).

The WCER shall compile all data files, from the beginning to the end of this study, in such manner that if ISBE receives a Freedom of Information Act (FOIA), 5 ILCS 140/1-140/11.5, request for pupil data involved in this study, the data will be in a condition for submission to third parties who will be able to duplicate this study to the maximum extent possible and not breach individual pupil, teacher, school or district confidentiality. If, during the course of this study, an open records request is made and ISBE determines the data are not in the condition described in this section, the WCER shall be responsible for placing the study data in that condition within the time limits of the Illinois FOIA. If for any reason the WCER defaults or is unwilling or unable to perform these conditions and it is necessary for ISBE to intervene and modify the data to timely comply with a FOIA request while maintaining individual pupil, teacher, school or district confidentiality, the WCER shall reimburse ISBE for those costs incurred to place the data in a condition to meet the FOIA request.

To maintain the confidentiality of individually identifiable pupil, teacher, school or district information, the research design and implementation agreed to by the parties, the WCER shall provide for and treat pupil, teacher, school or district data in five (5) categories as follows:

1. Key File.  
The Key File shall contain any data element that alone or in combination with any other data element(s) in this study or in the public domain could be used to identify an individual pupil, teacher, school or district. Data in the key file are expected to be relatively unimportant to third parties wishing to duplicate the study. Examples of
data elements that should be contained in the Key File would include the pupil and parent names, addresses, phone numbers, official or systematically-assigned identification numbers such as the student, teacher, school or district ID number, dates of birth, teacher names, addresses and phone numbers, classes, school and district. It shall also contain randomly assigned identity numbers used in the Research Raw Pupil Data File(s) to distinguish between students, teachers, classes, schools, districts, or any other variable considered in the study. Data in the Key File may be used in combination with data in the Research Raw Pupil Data File(s) to create the Raw Pupil Data File (see below). The Key File shall be confidential, shall be the property of ISBE and shall be transferred to ISBE upon completion of this Agreement or study, whichever occurs first. The WCER shall retain no copy nor provide a copy to any other person or entity without explicit written permission being granted by ISBE.

2. Raw Pupil Data File(s).
The Raw Pupil Data File(s) shall contain all the raw data used in the study. Examples of data elements include age; race, gender, grade, school, district, achievement test scores, special education, referral, attendance, discipline, urban, rural, suburban and other demographics or raw pupil or teacher data contemplated by this Agreement along with the official pupil or teacher identity and/or program participation number. The parties shall agree upon a standardized format for this file. This file shall be the property of ISBE and shall be transferred to ISBE upon completion of the study. The WCER shall retain no copy nor provide a copy to any other person or entity without explicit written permission being granted by ISBE.

3. Research Raw Pupil Data File(s).
The Research Raw Pupil Data File(s) shall contain the same data that are in the Raw Pupil Data File except it shall not include data elements in the Key File other than the randomly assigned identification numbers necessary to distinguish between students, teachers, classes, schools, districts and any other variable considered in the study. The file shall not contain any data element that alone or in combination with any other data element(s) in this study or in the public domain may be used to identify an individual pupil, teacher, school or district. The parties shall agree upon a standardized format for this file. This format shall allow a nonparty who has a copy of the file to be able to duplicate this study to the extent possible without revealing individual pupil, teacher, school or district identity directly or indirectly. This file shall be the property of ISBE, shall not be released without ISBE’s prior written authorization, and shall be transferred to ISBE upon completion of the study. With ISBE’s written permission, the WCER may retain a copy or copies for future use on ISBE projects at ISBE’s direction. ISBE may publish, reproduce, distribute, and use all or any part of this file without the permission of the WCER in any manner and for any purpose without limitation and may authorize others to do the same.

Computer Analysis Program Files shall include internal working (paper and computer) files, programs, preliminary computations, computer runs, regression analyses and draft final reports. They shall include tentative, comparison, merged and aggregated, and/or correlated data. These draft files are the sole property of the WCER and are to be retained or disposed of at WCER discretion and no copy will be transferred to or retained by ISBE. Only summary data may be disclosed to others and only if the number of students, teachers, schools, or districts in any summary statistic or cell is above ten (10). No data from such files shall be disclosed to others if that data alone or in combination with other data from this study or data available in the public domain can be used to identify an individual pupil, teacher, school or district. Individually identifiable information shall be destroyed when no longer needed for the purposes for which the study was conducted.

5. Semi-Annual Progress and Annual Final Reports.
Semi-annual Progress and Annual Final Reports shall contain the summary data and data tables necessary to accomplish the purposes of this Agreement. Reports shall indicate the software package and release number which produced reported statistical calculations or qualitative analysis. Published reports containing summary data or data tables shall not display cell unit information totaling ten (10) or less, or which, alone, or if combined with other available public data, would allow for the identification of an individual pupil, teacher, school or district. These reports shall be the sole property of ISBE, and shall not be released without ISBE’s prior written authorization. Draft annual reports shall be furnished to ISBE and the parties shall meet prior to issuance of a final annual report if either so requests.

WCER shall furnish ISBE with an advance copy of any reports or presentations prepared as part of the evaluation connected with this agreement and grant ISBE thirty (30) days for review and comment. Within this period, ISBE may request in writing that WCER to delay the report or presentation an additional sixty (60) days in order to protect any proprietary or confidential information which may have inadvertently been included in the proposed report or presentation. ISBE shall be responsible for any press releases or notices to the media and general public regarding the availability of reports or presentations prepared as part of this Agreement.

WCER shall hold all information disclosed to it by ISBE and all pupil, teacher, school, and district identifiable information collected during the course of the study in strictest confidence. The WCER will maintain test security procedures in all phases of the operation of the Agreement.

ISBE will facilitate responses to FOIA requests. The WCER principal investigator shall immediately notify ISBE project coordinator in writing of any open records request WCER receives to provide any study data or information under any open records laws.

Cooperation with Other Consultants
If ISBE has entered into or enters into agreements with other states, consultants or vendors for additional work related to the services described in this Agreement, the WCER agrees to cooperate fully with such other consultants or vendors. The WCER shall not commit any act that will interfere with the performance of work by any other state, consultant, or vendor.

Standard WCER security policies and procedures.

a) Information Technology Asset Identification
We uniquely identify each machine with physical asset numbers and maintain a database of the type and model of the device, the user to whom the machine was allocated, and the operating system. We also update machine inventories as users log in to track what software is installed, whether the machine requires security patches, and who logged on to that machine most recently. This allows us to identify machines at risk for attack based on the presence or absence of security updates.

In addition to computer hardware, we also maintain a database to track all network hardware. This allows us to track down any failed device or compromised system and either repair or isolate it from the rest of the network. Our network topology map displays the departmental network hardware, e.g. hubs, switches, etc., and how the departmental network connects to the University networking backbone. We monitor this network in real time for outages. Network technicians are notified of outages by pager. We also maintain spares for all key hardware to minimize downtime from equipment failure.

b) IT security policies and procedures
We have an overarching security policy for the School of Education that explicitly outlines the rights and responsibilities of users and makes clear the need for increased levels of security for research and administrative data. Users are also required to sign a copy of the University's IT Appropriate Use Policy (for general best practices as well as appropriate use, password, and networked device policies), as set forth in Attachment 2 herein, as part of the procedure to create a network account. As a part of our user-level security policy, we require that users create and use complex passwords (at least 8 characters, no part of their names, mixed case, and including at least one number or punctuation mark). All passwords must be changed every 90 days and the systems do not allow passwords to be reused.

At the technical level, IT administrators have crafted auditing and access policies for users and devices in different organizational units within the School of Education. These policies are based on best practices for the various operating systems (as identified by third-party security organizations such as SANS or CIAC). We review these policies before every semester; typically hold a series of town meetings to discuss the policies and their implications for students, staff, and faculty.

The Wisconsin Center for Education Research (in which the Value-Added Research Center is housed) places additional restrictions on users in that we require that users of our networked systems use a secure operating system that requires logon and provides
Linux

The level of security we currently support Windows XP SP2, OSX 10.3.9+, and Red Hat...
DATA SECURITY PLAN
Exhibit E
ATTACHMENT 1
(Sample Data Security Agreement)

Security Pledge for the Use of Confidential Data

I, ________________________________, through my involvement with and work on the Research Study – A Value-Added System for Illinois and Chicago Public Schools Based on Illinois Statewide Assessment Data, will have access to confidential data collected by the Illinois State Board of Education (“ISBE”). By virtue of my affiliation with this research project, I have access to confidential information and use of (a) data about students that is considered personal and private under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and the Illinois School Students Records Act (105 ILCS 1011, et seq.), (b) data about teachers that is generally perceived as personal and private, and (c) data about Illinois schools and school districts that is considered confidential. I understand that access to this confidential information and data carries with it the responsibility to: (a) guard against unauthorized use, (b) abide by all security parameters, requirements and guidelines instituted by the Principal Researcher in conjunction with his/her obligations regarding the confidential data, and (c) abide by the Data Security Plan entered into between ISBE and the Board of Regents of the University of Wisconsin System. To treat information as confidential means not to divulge it to anyone who is not a project member or to cause it to be accessible to anyone who is not a project member. Anything not specifically named as “public information” is considered confidential.

I agree to fulfill my responsibilities on this project in accordance with the following guidelines:

1. I agree not to permit non-project personnel access to these sensitive data, either electronically or in hard copy.

2. I agree not to attempt to identify individuals, families, households, schools, districts, or institutions.

3. I agree that in the event an identity of an individual, family, household, school, district, or institution is discovered inadvertently, I will (a) make no use of this knowledge, (b) advise the Principal Researcher of the incident, who will report it to ISBE, (c) safeguard or destroy the information as directed by the Principal Researcher after consultation with ISBE, and (d) not inform any other person of the discovered identity.

________________________________________  ____________________________
Signature                                      Date
IT Policies

Appropriate Use Policy

Policy for Appropriate Use of University of Wisconsin-Madison Information Technology Resources

Access to electronic mail, the Internet, databases, computers and other information technology (IT) resources is essential to the mission of the UW-Madison (to create, integrate, transfer and apply knowledge), and the achievement of excellence requires their effective use by all members of the University community. Use of information technology must be consistent with the University's mission and with its role as a public agency. Each member of the University community is expected to protect the integrity of these resources and to know and adhere to University rules, regulations and guidelines for their appropriate use. Regulations that govern personal conduct and use of University facilities also apply to the use of IT resources. In addition, the following policy applies more specifically to use of IT resources:

1. General Guidelines
   Access to University IT resources is a privilege granted to members of the University community which carries with it the responsibility to use them for University related activities, exercising common sense and civility.

2. Individual Responsibility
   Authorization for use of IT facilities is provided to each individual for his or her own use. No person may use an authorization which belongs to someone else. In many cases the University has obtained access to these resources exclusively for the use of members of the University community.

3. Security
   The protection of University IT resources depends heavily on each user's careful handling of "keys" to these resources, since any account can serve as an entry point for theft, damage or unauthorized use. Users must protect the confidentiality of their personal identification codes and passwords and are expected to exercise reasonable care to ensure that others cannot use their accounts.

4. Intellectual Property
   Illegal downloading, distribution, copying of copyrighted materials or other activities that violate copyright law are strictly prohibited.

5. "Hacking"
   Persons may not obtain or use--or attempt to obtain or use--passwords, IP addresses or other network codes that have not been assigned to them as individuals or authorized for their use as University employees. Persons may not obtain--or attempt to obtain--unauthorized access to computer accounts, software, files, or any other University IT resources.
6. **Malicious Activity**
Persons may not alter or intentionally damage software or data belonging to someone else or interfere with another person's authorized access to IT resources. Users may not intentionally disrupt or damage University computers or networks in any way.

7. **Impersonation and Anonymity**
Users of University IT resources may not send electronic messages with the sender's identity forged or send anonymous messages unless the recipient has agreed to receive anonymous messages.

8. **Commercial, Political and Non-University Activities**
Persons may not use University IT resources to sell or solicit sales for any goods, services or contributions unless such use conforms to UW-Madison rules and regulations governing the use of University resources. University employees may not use these resources to support the nomination of any person for political office or to influence a vote in any election or referendum. No one may use University IT resources to represent the interests of any non-University group or organization unless authorized by an appropriate University department.

9. **De Minimis Usage**
In the interest of making the use of IT resources a natural part of the day-to-day learning and work of all members of the University community, incidental personal use is tolerated. However, one should use non-University sources of e-mail, Internet access, and other IT services for activities of an extensive nature that are not related to University purposes.

10. **State and Federal Laws**
Persons may not use University computing facilities to violate state or federal laws.

* as published in the University of Wisconsin System Administrative Code and UW-Madison policies. For example, disruption of University activities, damage to facilities, physical threat, theft or harassment as described in UWS 17 and 18; student academic misconduct in UWS 14; selling, peddling and soliciting in UWS 18; and ethical standards for use of facilities by faculty and staff in UWS 8.

Violation of University rules governing appropriate use of IT resources may result in loss of access privileges, University disciplinary action, and/or criminal prosecution.
AMENDMENT OF RESEARCH SCOPE OR SHARED DATA

Amendment #1

To Exhibit A of the

Data Share and Use Agreement, Illinois State Board of Education and The Board of Regents of the University of Wisconsin System, on behalf of the

University of Wisconsin-Madison's Wisconsin Center for Education Research

Dated June 18, 2010

I. RESEARCH STUDY TITLE: A VALUE-ADDED SYSTEM FOR ILLINOIS AND CHICAGO PUBLIC SCHOOLS BASED ON ILLINOIS STATEWIDE ASSESSMENT DATA

A. DESCRIPTION OF RESEARCH: Value-Added System for Chicago Public Schools Based on Illinois Statewide Assessment Data.

Please reference the original Data Share and Use Agreement between Illinois State Board of Education and The Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin-Madison's Wisconsin Center for Education Research signed 6/8/10.

B. SPECIFIC DATA REQUESTED (including format and data elements):

We request:

The model with district, area, school, and grade level results requires a data file containing the following fields for school years 2009-2010:

- ISAT scale score 2010 in reading and math,
- Grade level of 2010 ISAT test,
- Sex.
- Free reduced lunch indicator,
- Homeless indicator,
- E.L.L. status,
Final report and data file to ISBE by November 1, 2010.

Data provided to WCER by June 1, 2010.

For retention or destruction of confidential data.

DATA: Provide a basic timeline for the research and analytical completion date. With dates.

E. TIMELINE FOR RESEARCH, RETURN OR DESTRUCTION OF CONFIDENTIAL

Forth in this Amendment:

The individuals involved in Attachment I, Appendix Hereto, will have access to the data set.

F. ACCESS TO DATA:


and the Board of Regents of the University of Wisconsin System, on behalf of the University of

Please reference the original Data Share and Use Agreement between Wisconsin State Board of Education

D. REPORTING:


and the Board of Regents of the University of Wisconsin System, on behalf of the University of

Please reference the original Data Share and Use Agreement between Wisconsin State Board of Education

C. HOW DATA WILL BE UTILIZED:

Student, school and district id.

The student, school, and district id's will be masked by ISBE through use of a keyed file with the

<table>
<thead>
<tr>
<th>Distinct id</th>
</tr>
</thead>
<tbody>
<tr>
<td>School id</td>
</tr>
<tr>
<td>Student id</td>
</tr>
<tr>
<td>School calendar type (regular, year-round, etc.)</td>
</tr>
</tbody>
</table>
| 2009-10 March 2010
| Excel data, same with school id, for every student enrollment from March 2009 to March 2010 |
| Twenty data, same with school id, for every student enrollment from March |
| IEP status, |
| Access 2010 Composite Scale Score |
| Access 2010 Literacy Scale Score |
IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates set forth below.

Division Administrator,  
Assessment  
Illinois State Board of Education

Signature Date

Print Name

Assistant Superintendent of  
Standards and Assessments  
Illinois State Board of Education

Signature Date

Print Name

For The Board of Regents of the University of Wisconsin System:

By:  

Name: Michael Morris  
Title: Contracts Coordinator  
Research & Sponsored Programs

Date: 7/4/10
AMENDMENT OF EXHIBIT A, ATTACHMENT 1

Data Share and Use Agreement, Illinois State Board of Education and The Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin-Madison's Wisconsin Center for Education Research

Attachment 1, Amending Exhibit A

RESEARCH STUDY:

Name and position of all Wisconsin Center for Education Research officials and employees authorized to request, receive, and obtain information under Data Share and Use ~Agreement.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steve Ponisciak</td>
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<td>Assistant Scientist</td>
</tr>
<tr>
<td>Rob Meyer</td>
<td>Director, Value Added Research Center</td>
</tr>
<tr>
<td>Brie Chapa</td>
<td>Data Manager</td>
</tr>
</tbody>
</table>
Submitted by: [Redacted]  Date: 7/6/10

Title: Michael Morris
Contracts Coordinator
Research & Sponsored Programs

Approved by ISBE: [Redacted]  Date: 7/19/10

Title: [Redacted]  Division - [Redacted]
RESEARCH STUDY: A VALUE-ADDED SYSTEM FOR ILLINOIS AND CHICAGO PUBLIC SCHOOLS BASED ON ILLINOIS STATEWIDE ASSESSMENT DATA

Name and position of all Wisconsin Center for Education Research officials and employees authorized to request, receive, and obtain information under Data Share and Use Agreement.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steve Ponisciak</td>
<td>Associate Researcher</td>
</tr>
<tr>
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</tr>
<tr>
<td>Rob Meyer</td>
<td>Director, Value Added Research Center</td>
</tr>
<tr>
<td>Brie Chapa</td>
<td>Data Manager</td>
</tr>
<tr>
<td>Yan Wang</td>
<td>Associate Researcher</td>
</tr>
<tr>
<td>Sean McLaughlin</td>
<td>Associate Researcher</td>
</tr>
</tbody>
</table>

Submitted by: [Redacted]                                           Date: 8/24/10
Title: Contracts Coordinator

Approved by ISBE: [Redacted]                                      Date: 9/2/10
Title: Division Administration - Assessment
AMENDMENT TWO
EXHIBIT A, ATTACHMENT 1

Data Share and Use Agreement, Illinois State Board of Education and The Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin-Madison’s Wisconsin Center for Education Research

Attachment 1, Amending Exhibit A

August 24, 2010

RESEARCH STUDY: A VALUE-ADDED SYSTEM FOR ILLINOIS AND CHICAGO PUBLIC SCHOOLS BASED ON ILLINOIS STATEWIDE ASSESSMENT DATA

Name and position of all Wisconsin Center for Education Research officials and employees authorized to request, receive, and obtain information under Data Share and Use Agreement.

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Submitted by: [redacted]  
Title: Contracts Coordinator  
Date: 8/24/10

Approved by ISBE: [redacted]  
Title: Division Administration Assessment  
Date: 9/2/10
AMENDMENT OF RESEARCH SCOPE OR SHARED DATA

Amendment #3

To Exhibit A of the

Data Share and Use Agreement, Illinois State Board of Education and The Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin-Madison’s Wisconsin Center for Education Research

Dated October 28, 2010

That portion of Exhibit A entitled “Specifications” is hereby deleted and replaced with the following:

I. RESEARCH STUDY TITLE: A VALUE-ADDED SYSTEM FOR ILLINOIS AND CHICAGO PUBLIC SCHOOLS BASED ON ILLINOIS STATEWIDE ASSESSMENT DATA

A. DESCRIPTION OF RESEARCH: Value-Added System for Chicago Public Schools Based on Illinois Statewide Assessment Data.

The Wisconsin Center for Education Research (WCER), through its Value Added Research Center (VARC), has been working with the Chicago Public Schools (CPS) to produce area, school, and grade level value-added estimates for grades 4 through 8 for the past two years. Plans are to expand the model to include differential effects for various student characteristics, such as race, and for various curriculums and programs, and to estimate teacher level value-added effects. In addition, through use of statewide data, CPS will be able to place its own schools within the context of the state. Further, the Illinois State Board of Education (ISBE) will have a model for use at the state level.

The main goal of this work for CPS is to place the value-added productivity of CPS schools within the context of the value-added productivity of all Illinois public schools. School-level results can then be interpreted as the number of points the CPS school contributed to student growth that was more or less than similar students statewide (rather than district-wide). The focus of this part of the work is on providing value-added information to CPS schools.

CPS will make its school-level value-added results publicly available to all CPS schools and would also provide unidentified state-wide value-added results as they relate to CPS schools via this project. CPS provides school leaders and area officers additional information, including a CPS school-level report for
each CPS school. The development of the value-added metric provides an accurate measure of growth, accounting for the student population that each school works with. The development of this metric will improve the identification of high-growth and low-growth schools, and further study will help to identify effective strategies for improving student growth that can be shared statewide.

Out of this work, ISBE will receive value-added information for all Illinois public schools. The information to be provided to ISBE will include a data file of school level ratings in comparison to all state public schools comprised of similar student populations, along with a report explaining what was done and an analysis of what it indicates.

**B. SPECIFIC DATA REQUESTED (including format and data elements):**

ISBE will provide files for school years 2008, 2009, and 2010 with the following formats:

The data will be sent in the following file formats for each year:

<table>
<thead>
<tr>
<th>WCER Column</th>
<th>ISBE Column</th>
<th>Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Year</td>
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</tr>
<tr>
<td>DistrictId</td>
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<tr>
<td>SchoolId</td>
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<td>char(15)</td>
</tr>
<tr>
<td>StudentId</td>
<td>[chrStuId]</td>
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</tr>
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<td>ISAT Math Scale Score</td>
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</tr>
<tr>
<td>ISAT Grade of Reading Test</td>
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</tr>
<tr>
<td>ISAT Grade of Math Test</td>
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<td>char(2)</td>
</tr>
<tr>
<td>Sex</td>
<td>[chrGender]</td>
<td>char(2)</td>
</tr>
<tr>
<td>Free Reduced Lunch Indicator</td>
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</tr>
<tr>
<td>Homeless Indicator</td>
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</tr>
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<td>ELL Status</td>
<td>[chrLEPInd]</td>
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</tr>
<tr>
<td>ACCESS Literacy Scale Score</td>
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<td>char(3)</td>
</tr>
<tr>
<td>ACCESS Composite Scale Score</td>
<td>[AccessComp]</td>
<td>char(3)</td>
</tr>
<tr>
<td>IEP Status</td>
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</tr>
<tr>
<td>School Calendar Type</td>
<td>[CalendarType]</td>
<td>char(7)</td>
</tr>
<tr>
<td>Race Code / Ethnicity</td>
<td>[chrRaceCode]</td>
<td>char(2)</td>
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<tr>
<td>Entry Date</td>
<td>[dtmEnrlDate]</td>
<td>char(12)</td>
</tr>
<tr>
<td>Exit Date</td>
<td>[dtmExitDate]</td>
<td>char(12)</td>
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</table>

The student, school, and district ids will be masked by ISBE through use of a keyed file, with the exception of data for the Chicago Public Schools ("CPS"), which CPS data shall contain the Student, School and District id.

[All data will be stored securely following the data security arrangements agreed to jointly with ISBE.]
C. HOW DATA WILL BE UTILIZED:

Value-added scores will be generated from the ISBE's data and provided to CPS through a Value-Added Data File for 2010 (Sample Value-Added Data File spreadsheet attached as Appendix A), which will include columns for Reading and Mathematics that show the value-added score-range for similarly situated schools in the state. CPS will also be provided a Value-Added School Report for each of its schools (Sample Value-Added School Report attached as Appendix B), which shall contain two scatter plot graphs, one for Reading and one for Mathematics, with all schools in the state represented, similar to the scatter plot graphs represented on page 2 of Appendix B.

None of the statewide data provided to CPS for either the Value-Added Data File for 2010 or the Value-Added School Reports will include individual student, school or district identifiable information other than CPS schools, including names, IDS, Unit, Area, or Number of Students.

ISBE will receive a raw data value-added data file for all Illinois public schools similar to Appendix A. The information to be provided to ISBE will include a data file of individual grade level and school level ratings in comparison to all state public schools comprised of similar student populations. Value added rankings will be included in the file. Suggested file layout will be presented to ISBE for approval.

D. REPORTING:

WCER research staff will prepare a report on the statewide data for ISBE, explaining what was done and an analysis of what it indicates. The report will not contain names or any data specific to individual students.

E. ACCESS TO DATA:

1. The individuals identified in Attachment 1, appended hereto, will have access to the data set forth in this Amendment.

F. TIMELINE FOR RESEARCH, RETURN OR DESTRUCTION OF CONFIDENTIAL DATA:

(Provide a basic timeline for the research and anticipated completion date, with dates for return or destruction of confidential data.)

Data provided by ISBE to WCER within 10 business days of execution of this Amendment.
Final report and data file to ISBE by December 1, 2010
IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates set forth below.

Illinois State Board of Education

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Division Administrator,
Assessment
Illinois State Board of Education

Signature Date

Print Name

For The Board of Regents of the University of Wisconsin System

---

Signature Date

Print Name

Michael Morris
Contracts Coordinator
Research & Sponsored Programs

---

Assistant Superintendent of Standards and Assessments
Illinois State Board of Education

Signature Date

Print Name
AMENDMENT OF EXHIBIT A, ATTACHMENT 1

Data Share and Use Agreement, Illinois State Board of Education and The Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin-Madison's Wisconsin Center for Education Research

Attachment 1, Amending Exhibit A

That portion of Exhibit A entitled “Attachment 1” is hereby deleted and replaced with the following:

RESEARCH STUDY:

Name and position of all Wisconsin Center for Education Research officials and employees authorized to request, receive, and obtain information under Data Share and Use Agreement.

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Submitted by: ___________________________ Date: ___________________________
Title: ___________________________

Approved by ISBE: ___________________________ Date: ___________________________
Title: ___________________________
DATA SECURITY PLAN
Exhibit E
ATTACHMENT 1
(Sample Data Security Agreement)

Security Pledge for the Use of Confidential Data

1. [Signature], through my involvement with and work on the Research Study – A Value-Added System for Illinois and Chicago Public Schools Based on Illinois Statewide Assessment Data, will have access to confidential data collected by the Illinois State Board of Education ("ISBE"). By virtue of my affiliation with this research project, I have access to confidential information and use of (a) data about students that is considered personal and private under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and the Illinois School Students Records Act (105 ILCS 1011, et seq.), (b) data about teachers that is generally perceived as personal and private, and (c) data about Illinois schools and school districts that is considered confidential. I understand that access to this confidential information and data carries with it the responsibility to: (a) guard against unauthorized use, (b) abide by all security parameters, requirements and guidelines instituted by the Principal Researcher in conjunction with his/her obligations regarding the confidential data, and (c) abide by the Data Security Plan entered into between ISBE and the Board of Regents of the University of Wisconsin System. To treat information as confidential means not to divulge it to anyone who is not a project member or to cause it to be accessible to anyone who is not a project member. Anything not specifically named as “public information” is considered confidential.

Each person using data collected by ISBE is reminded that disclosing confidential information directly or allowing non-authorized access to such information may subject that individual to criminal prosecution and/or civil recovery.

I agree to fulfill my responsibilities on this project in accordance with the following guidelines:

1. I agree not to permit non-project personnel access to these sensitive data, either electronically or in hard copy.

2. I agree not to attempt to identify individuals, families, households, schools, districts, or institutions.

3. I agree that in the event an identity of an individual, family, household, school, district, or institution is discovered inadvertently, I will (a) make no use of this knowledge, (b) advise the Principal Researcher of the incident, who will report it to ISBE, (c) safeguard or destroy the information as directed by the Principal Researcher after consultation with ISBE, and (d) not inform any other person of the discovered identity.

Signature [Redacted]

Date 8/26/10
DATA SECURITY PLAN
Exhibit E
ATTACHMENT I
(Sample Data Security Agreement)

Security Pledge for the Use of Confidential Data

I, Sean McLoughlin, through my involvement with and work on the Research Study – A Value-Added System for Illinois and Chicago Public Schools Based on Illinois Statewide Assessment Data, will have access to confidential data collected by the Illinois State Board of Education (“ISBE”). By virtue of my affiliation with this research project, I have access to confidential information and use of (a) data about students that is considered personal and private under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and the Illinois School Students Records Act (105 ILCS 10/1, et seq.), (b) data about teachers that is generally perceived as personal and private, and (c) data about Illinois schools and school districts that is considered confidential. I understand that access to this confidential information and data carries with it the responsibility to: (a) guard against unauthorized use, (b) abide by all security parameters, requirements and guidelines instituted by the Principal Researcher in conjunction with his/her obligations regarding the confidential data, and (c) abide by the Data Security Plan entered into between ISBE and the Board of Regents of the University of Wisconsin System. To treat information as confidential means not to divulge it to anyone who is not a project member or to cause it to be accessible to anyone who is not a project member. Anything not specifically named as “public information” is considered confidential.

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Signature __________________________ Date 8/26/10
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[Signature]
[Date 8/26/10]
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[Signatures and Dates]

Signature: [Redacted]  Date: 8/26/2010
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I, Stephen M. Pancioli, through my involvement with and work on the Research Study - A Value-Added System for Illinois and Chicago Public Schools Based on Illinois Statewide Assessment Data, will have access to confidential data collected by the Illinois State Board of Education ("ISBE"). By virtue of my affiliation with this research project, I have access to confidential information and use of (a) data about students that is considered personal and private under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and the Illinois School Students Records Act (105 ILCS 10/1, et seq.), (b) data about teachers that is generally perceived as personal and private, and (c) data about Illinois schools and school districts that is considered confidential. I understand that access to this confidential information and data carries with it the responsibility to: (a) guard against unauthorized use, (b) abide by all security parameters, requirements and guidelines instituted by the Principal Researcher in conjunction with his/her obligations regarding the confidential data, and (c) abide by the Data Security Plan entered into between ISBE and the Board of Regents of the University of Wisconsin System. To treat information as confidential means not to divulge it to anyone who is not a project member or to cause it to be accessible to anyone who is not a project member. Anything not specifically named as "public information" is considered confidential.

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