

**DATA USE AGREEMENT BETWEEN
THE SCHOOL BOARD OF SARASOTA COUNTY, FL
AND THE INTERNATIONAL DATA EVALUATION
CENTER OF THE OHIO STATE UNIVERSITY,
SCHOOL OF TEACHING AND LEARNING, COLLEGE
OF EDUCATION AND HUMAN ECOLOGY**

This Data Use Agreement (“Agreement”) is entered into by and between THE SCHOOL BOARD OF SARASOTA COUNTY, FL (hereinafter referred to as DISTRICT), and International Data Evaluation Center of The Ohio State University, School of Teaching and Learning, College of Education and Human Ecology 1100 Kinnear Rd. Rm. 129, Columbus, Ohio 43212, Phone number, 614-429-1907 (hereinafter referred to as IDEC) describes the research project proposed by IDEC, and the means to be used by IDEC to ensure the confidentiality and security of information and data exchanged between DISTRICT and IDEC.

I. GENERAL TERMS

Under federal law, the Family Education Rights Privacy Act (“FERPA”), a school district must not disclose personally identifiable student data without prior written signed and dated parental consent, or unless pursuant to an exception to FERPA’s general rule. (20 USC 1232g(b)(1)). One such exception to FERPA’s general rule permits the release of personally identifiable student data without prior written parental consent if the release is to “organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instruction, if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representatives of such organizations and such information will be destroyed when no longer needed for the purpose for which it is conducted.” (20 USC 1232g(b)(1)(F); 34 CFR 99.31(a)(6)).

A. PROFILE AND PURPOSE OF THE RESEARCH

The International Data Center (IDEC), <http://www.idecweb.us>, is a department of the College of Education and Human Ecology at The Ohio State University (hereinafter referred to as OSU). IDEC is responsible for collecting data for Reading Recovery in the United States. Reading Recovery is a short-term intervention for first graders. IDEC uses the data to create reports and data dumps that can be used by Reading Recovery stakeholders to evaluate the effectiveness of their respective Reading Recovery programs.

“Reading Recovery” is registered trademark owned by OSU. Every year OSU grants licenses to school districts to allow them to practice Reading Recovery, with the stipulation they will adhere to Reading Recovery’s Standards and Guidelines. Part of those standards is to submit data to IDEC every year for analysis.

IDEC is responsible for collecting data for Reading Recovery in the United States. IDEC uses the data to create reports and data dumps that can be used by Reading Recovery stakeholders to evaluate the effectiveness of their respective Reading Recovery programs. Most of said reports do not contain personally identifiable information, but some do, as identified in this Agreement. The description of which reports do and do not contain personally identifiable information can be found in section F(9) of this Agreement. The documents that do contain personally identifiable information are not released to the general public and are only accessible to the DISTRICT’s Reading Recovery Teacher Leader(s). IDEC also publishes a national report annually and will conduct its own internal research to examine trends in Reading Recovery. This national report will not contain personally identifiable student information; it will contain aggregate data only.

IDEC has its procedures annually reviewed by the Office of Responsible Research Practices at The Ohio State University. The consequence of not meeting their standards would result in the suspension of operations at IDEC until IDEC can meet their standards.

IDEC does not share data with any other entities.

B. SCOPE

IDEC analyzes data at the school and school district level using student data entered by Reading

Recovery teachers, teacher data entered by Reading Recovery teachers, school data entered by Reading Recovery teachers and a control population of students; up to 10 students per school. The reports produced by IDEC contain both outcome and process results. The results examine the overall literacy progress of the children served, characteristics of the children being served, characteristics of teachers participating in Reading Recovery, and characteristics of schools participating in Reading Recovery. IDEC does not need direct access to DISTRICT computers systems, classrooms, or children to facilitate its data collection.

C. NATURE OF DATA

The following research questions guide the annual Reading Recovery evaluation:

1. How many students were taught and who was taught in Reading Recovery and Descubriendo la Lectura?
2. What was the end-of-program status of students taught by Reading Recovery and Descubriendo la Lectura?
3. What percentage was successfully discontinued?
4. What was the progress of the Reading Recovery and Descubriendo la Lectura students on literacy measures?
5. What proportion of Reading Recovery and Descubriendo la Lectura students scored in each national achievement group for each measure of the Observation Survey and Instrumento de Observación?
6. What were the gains from exit to year-end testing of first-round Reading Recovery and Descubriendo la Lectura students who discontinued successfully?
7. Was there a change in the reading group placement of Reading Recovery and Descubriendo la Lectura students from beginning to end of the school year?
8. What percentage of Reading Recovery and Descubriendo la Lectura students were referred and placed in special education?
9. What percentage of Reading Recovery and Descubriendo la Lectura students

were considered for retention and retained in first grade?

To address these questions, IDEC requests the specific DISTRICT records or data listed in Attachment A.

D. STORAGE AND TRANSFER OF DATA; DATA BREACH MITIGATION

Data will be maintained in computers stored in the Data Center at The Ohio State University in locked server cabinets. Such Data Center will only be accessible to authorized personnel via keycard issue by The Ohio State University. Additionally, all IDEC servers are hosted behind firewalls in order to reduce the risk of remote intrusion.

DISTRICT and IDEC shall use a secure, mutually agreed upon means and schedule for transferring confidential information. At no time will data be sent electronically to or from the parties.

Data will be entered by Reading Recovery teachers employed by DISTRICT using a secure web site that has been developed by IDEC. Each teacher is assigned a unique Teacher ID and password which gives them access to only their data. The web site uses 256-bit SSL (Secure Sockets Layer) encryption to protect data as it is being entered by teachers.

The following will actions will take place in the event of data breach

1. Notifications process
 - a. Notify IDEC's Director of Research
 - b. Notify Office Responsible Practices
 - c. Notify Office of Information Technology for the College of Education
 - d. Notify the District
 - e. If appropriate, notify proper Authorities
 - f. Gather Description of Event
 - g. Identify Location of Event

2. Investigation Steps

- a. Establish a response team (Director of IT and Op; Systems Manager, Director of Research)
- b. Identify and take immediate action to stop the source of the attack or entity responsible
- c. Determine and notify key stakeholder
- d. Identify source or suspects of the event
- e. Carry out IT forensics investigation to gather evidence
- f. Determine need for external law enforcement
- g. Determine to contact other additional stakeholders

3. Other Actions if Applicable

- a. Contact law enforcement
- b. Collection of evidence
- c. Collaborate with the DISTRICT in the Notification of victims, including parents/guardians of students, teachers and community
- d. Prepare written communication plan to cover oral and written communication to the DISTRICT and other parties involved
- e. Communication with media
- f. Provision of communication materials for DISTRICT use
- g. Determine remedies for breach including providing identity theft protection

4. Follow-up activities

- a. Evaluation of Security Incident Response
- b. Determine
 - i. How well did the work force members respond to event?
 - ii. Were documented procedures followed? Were they adequate?
 - iii. What information was needed sooner?
 - iv. Were there any steps or actions that might have inhibited recovery?
 - v. What could work force members do differently the next time an incident occurs?
 - vi. What corrective actions can prevent similar events in the future?
 - vii. What additional resources are needed to detect, analyze, and mitigate future incidents?

- viii. What external resources and contacts proved helpful?
- ix. Other conclusions or recommendations

E. TERM OF AGREEMENT

The term of this Agreement shall be for the 2017-2018 through 2019-2020 fiscal years, and will terminate on June 30, 2020 unless terminated earlier by either party pursuant to Section H (“Termination”).

F. IDEC RESPONSIBILITIES

IDEC agrees to the following confidentiality statements:

1. IDEC acknowledges that these data are confidential data and proprietary to DISTRICT, and agree to protect such information from unauthorized
2. IDEC shall designate Jeff Brymer-Bashore, Director of IT and Operations, as the person responsible for the security and confidentiality of the data and will notify DISTRICT immediately in writing of any change in designee.
3. IDEC will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
4. IDEC acknowledges that the data being collected need to be protected. IDEC employees have been trained on the proper procedures to ensure the confidentiality of this data. IDEC has its procedures annually reviewed by the Office of Responsible Research Practices at The Ohio State University. The consequence of not meeting their standards would result in the suspension of operations at IDEC until IDEC can meet their standards.
5. IDEC shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of DISTRICT, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

6. IDEC agrees that the research shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the IDEC that have legitimate interests in the information.
7. IDEC will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.
8. IDEC will not contact the individuals included in the data sets without obtaining advance written authorization from DISTRICT.
9. Annually, IDEC will provide the following to DISTRICT Teacher Leaders or an employee designated by the Superintendent of DISTRICT, via secure download from the IDEC web site.
 - a. If a teacher leader is employed by more than one school district, IDEC will produce a report that contains aggregate results for all those school districts. IDEC refers to this type of report as a site level report. This report is only available to the teacher leader and not available to the general public. This report will not contain personally identifiable student information; it will contain aggregate data only.
 - b. Student, School, and Teacher Data Dump – An excel spreadsheet that contains all data entered by DISTRICT Reading Recovery teachers. This data dump will include contain personally identifiable student information.
 - c. School District Summary of Reading Recovery in DISTRICT. This report will not contain personally identifiable student information; it will contain aggregate data only.
 - d. One school report for each school participating in Reading Recovery in DISTRICT. These summaries contain a mixture of aggregate results and results that contain personally identifiable information of both Reading Recovery Teachers and students. These summaries are not accessible to the general public and can only be accessed by

a Reading Recovery Teacher Leader. Individual Reading Recovery teachers do not have access to the summary for the schools in which they work. The summaries contain a highly visible warning message like the example below:

WARNING

Please note students' names and demographic information are included in this data summary. It is highly confidential in nature. Do not distribute it to board members, PTOs or other unauthorized personnel.

The information in this document is confidential and may be subject to state and/or federal student privacy laws and/or local school district privacy policies. It is intended solely for the attention and use of authorized employees of [SCHOOL NAME]. If you are not an authorized employee of [SCHOOL NAME], or person responsible for delivering this document to an authorized employee, please notify your Reading Recovery Teacher Leader(s), [LIST OF TEACHER LEADERS], immediately.

Unless you are an authorized employee of [SCHOOL NAME] or his/her representative you are prohibited from, and therefore must not, read, copy, distribute, use or retain this document or any part of it.

10. IDEC shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by DISTRICT.
11. IDEC shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.
12. IDEC shall keep all information furnished by DISTRICT in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way that unauthorized persons cannot retrieve nor alter the information by

means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc. unless encrypted.

13. IDEC shall permit examination and on-site inspections by DISTRICT upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

14. IDEC agrees that the confidential data shall be destroyed when no longer needed for the purposes for which the study was conducted.

15. IDEC agrees that DISTRICT shall not be named or otherwise identified in the study.

G. NEGLIGENCE ACTS OR OMISSIONS

Each Party to this Agreement shall be responsible for any liability, claim, loss, damage or expenses, including without limitation, reasonable attorney fees, arising from its negligent acts or omissions in connection with its performance of this Agreement, or its failure to comply with the terms of this Agreement, as determined by a court of competent jurisdiction. This necessarily includes IDEC's responsibility for damage resulting from its intentional or negligent release of personally identifiable student, parent, or staff data.

H. TERMINATION

1. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx):
 - a. By either party immediately in the event of a material breach of this Agreement by another party.
 - b. By either party after 30 days advance written notice to the other party, for any reason or no reason.

2. The confidentiality provisions of this Agreement shall survive the termination of the Agreement. If this Agreement is terminated by either party for material breach or for any other reason with 30 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination. If the Agreement terminates at the end of the term described in Section D, IDEC shall return or destroy all confidential information when it is no longer needed for the study. Such return or destruction shall occur within 7 days after it is no longer needed for the study.
3. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

I. GENERAL UNDERSTANDING

1. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
2. This Agreement shall be governed by and construed under federal law and the laws of the State of Florida. Venue and the exclusive jurisdiction for any claims against the District shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida, except that any claims against IDEC shall be brought in the Ohio Court of Claims pursuant to Ohio Revised Code 2743.02.
3. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.
4. IDEC shall comply with Florida's Public Records Law including:
 - a) keeping and maintaining public records that ordinarily and necessarily would be required by THE BOARD in order to perform the service;

b) providing the public with access to public records on the same terms and conditions that THE BOARD would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

c) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

d) meeting all requirements for retaining public records and transfer, at no cost, to THE BOARD all public records in possession of IDEC upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to THE BOARD in a format that is compatible with the information technology systems of THE BOARD.

IF IDEC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-927-4009, publicrecordrequest@sarasotacountyschools.net, THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL 34231.

J. SIGNATURES OF THE PARTIES

FOR [NAME OF SCHOOL DISTRICT]
The School Board of Sarasota County, FL

FOR THE INTERNATIONAL DATA
EVALUATION CENTER OF THE OHIO
STATE UNIVERSITY, DEPARTMENT OF
TEACHING AND LEARNING, COLLEGE
OF EDUCATION AND HUMAN
ECOLOGY

APPROVED:

APPROVED:

NAME: Caroline Zucker

Geoffrey S. Chatas,

TITLE: Board Chair
School Board of Sarasota County
Florida

**Sr. Vice President for
business and Finance and
CFO Ohio State University**

DATE:

DATE:

Approved for Legal Content,
September 27, 2017 by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida
Signed: ____ASH

ATTACHMENT A: SPECIFIC RECORDS OR DATA ELEMENTS

Reading Recovery Student Data

1. *Student Name*
2. *Student ID Number (Optional)*
3. *School*
4. *Gender*
5. *Date of Birth*
6. *[Data point removed by agreement of the parties. Space kept for consistency in numbering]*
7. *Native Language*
8. *Race/Ethnicity*
9. *Disability Status*
10. *Scores on a diagnostic tool called the Observation Survey/Instrumento de Observacion which is administered in the fall, at the start of child's intervention, at the end of the child's intervention, and at the end of the school year, along with the dates the tool was administered.*
11. *Scores on a diagnostic tool called Slosson Oral Reading test which is administered in the fall, at the start of child's intervention, at the end of the child's intervention, and at the end of the school year. (Optional)*
12. *Classroom literacy performance as compared to peers in the fall, at the start of child's*

intervention, at the end of the child's intervention, and at the end of the school year.

13. English Proficiency in the fall if the child is not a native English speaker

14. The date the child's intervention started and ended.

15. Whether or not the child successfully completed the intervention

16. Misc. comments about the child's intervention if their intervention was not successful.

17. The length of the child's intervention in weeks

18. The number of lessons a child received

19. The number of lessons the student missed

20. *The number of lessons the teacher missed*
21. *Number of days student was absent from school*
22. *Special education referral status*
23. *Did the child receive special education services*
24. *What type of special education services did child receive*
25. *How often were special services received*
26. *Where were special education services rendered*
27. *Whether or not child was retained in first grade*
28. *Did child receive supplemental literacy services*
29. *Who delivered supplemental literacy services*
30. *Where were supplemental literacy services provided*
31. *How often did child receive supplemental literacy services*
32. *Did child receive remedial education services*
33. *When did child receive remedial education services*
34. *How often were remedial education services delivered*
35. *Did child receive ESL services*
36. *When did child receive ESL services*

37. Did child receive bilingual or dual-language education services

38. What type of daily guided reading did child receive

39. When was bilingual or dual-language education initiated

Teacher Data

1. Reading Recovery Training Status

2. When did the teacher complete Reading Recovery Training

3. Number of years in Reading Recovery

4. Number of Reading Recovery students instructed per day

5. *Teacher's other role in a school*
6. *Number of students instructed outside of Reading Recovery by grade level*
7. *Gender*
8. *Race/Ethnicity*
9. *Native Language*
10. *Number of years employed in education*
11. *Highest level of education School Data*
 1. *First and last day of school*
 2. *Years of participation in Reading Recovery*
 3. *Number of first graders enrolled in school*
 4. *Number of first graders that need Reading Recovery*
 5. *Sources of funding for Reading Recovery*
 6. *Whether or not school has mandatory literacy assessment for first graders*
 7. *List of literacy assessments used at school*