

SRI INTERNATIONAL DATA USE AGREEMENT

This Data Use Agreement ("Agreement") between Jefferson County Public Schools hereinafter referred to as ("Data Provider"), and SRI International ("Research Organization") describes the research project proposed by Research Organization, and the means to be used by Research Organization to ensure the confidentiality and security of information and data exchanged between the Data Provider and Research Organization.

I. GENERAL TERMS

The Family Education Rights Privacy Act 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).

A. PERIOD OF THE AGREEMENT

This Agreement shall be effective as of October 13, 2015 and will terminate October 12, 2016 unless terminated earlier by either party pursuant to Section G. The study will be conducting data collection activities in the Jefferson County Public Schools (JCPS) district during a one-year period of the two-year research study.

B. INTENDED USE OF THE DATA

1. The data requested is detailed in Attachment A.
2. In this two-year research project, SRI Education is partnering with a group of up to 15 adult basic education program sites in the Great Lakes region and elsewhere that are adopting different online instructional programs. This project will investigate how these technologies can be effectively integrated into adult basic education programs to improve the outcomes of the adults served.
3. Our research questions are:
 - a. Can well-designed, well-implemented technology-driven learning programs result in gains in literacy, numeracy, and other foundational skills for a group of low-skilled adults?
 - b. Which design features of the digital learning tools are associated with better learning gains and student outcomes (e.g., adaptivity, learner control, multimedia, feedback, practice opportunities, contextualization of content)?
 - c. Which features of the delivery environment are associated with better learning gains and student outcomes (e.g., relative amount of human support vs. online support, extent to which mobile phones are used as a delivery device)?

C. CONSTRAINTS ON USE OF DATA

1. Research Organization shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of Data Provider, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
2. Research Organization 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 Research Organization that have legitimate interests in the information.
3. Research Organization 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.
4. Research Organization will not contact the individuals included in the data sets without obtaining advance written authorization from Data Provider.
5. Research Organization 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 Data Provider.
6. Research Organization shall use the data only for the purpose described in Section B above. These data shall not be used for personal gain or profit.

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D. DATA CONFIDENTIALITY AND DATA SECURITY

Research Organization agrees to the following confidentiality and data security statements:

1. Research Organization acknowledges that these data are confidential data and proprietary to Data Provider, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
2. If the performance of this Agreement involves the transfer by JCPS to SRI International of any data regarding any JCPS student that is subject to the Family Educational Rights and Privacy Act ("FERPA"), SRI International agrees to:
 - In all respects comply with the provisions of FERPA. For purposes of this Agreement, "FERPA" includes the requirements of Chapter 99 of Title 34 of the Code of Federal Regulations.
 - Use any such data for no purpose other than to fulfill the purposes of the Project, and not share any such data with any person or entity other than SRI International and its employees, contractors and agents, without the approval of JCPS.
 - Require all employees, contractors and agents of SRI International to comply with all applicable provisions of FERPA with respect to any such data.
 - Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of the Project.
 - Conduct the Project in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agents of SRI International having a legitimate interest in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any published results of studies.
 - Destroy or return to JCPS any such data obtained under this Agreement within thirty days after the date when it is no longer needed by SRI International for the purposes of the Project.
3. Research Organization shall designate Robert Murphy, as the person responsible for the security and confidentiality of the data and will notify Data Provider immediately in writing of any change in designee.
4. Research Organization will use commercially reasonable safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
5. Research Organization shall instruct staff with access to confidential information about the requirements for handling confidential information.
6. Research Organization shall keep all information furnished by Data Provider in a space 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.
7. Research Organization shall permit examination and on-site inspections by Data Provider upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.
8. Research Organization agrees that the confidential data shall be destroyed when no longer needed for the purposes for which the study was conducted.

E. FINANCIAL COSTS OF DATA-SHARING

Each party shall be responsible for their portion of costs that may result from data sharing. Examples of potential costs to Jefferson County Public Schools are costs associated with the compiling of student data requested under this agreement and costs associated with the electronic delivery of the student data to SRI International.

F. LIABILITY

Research Organization agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Research Organization's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Research Organization agrees to hold harmless Data Provider and pay any costs incurred by Data Provider in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

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G. 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 A, Research Organization 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.

II. 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 the laws of the State of Kentucky.
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.

AGREED:

Jefferson County Public Schools

3332 Newburg Road

Louisville, KY 40218

BY: _____

Name: _____

Title: _____

Date: _____

AGREED:

SRI, International

333 Ravenswood Avenue

Menlo Park, CA 94025

BY: Kim L. Cargill

Name: Kim L. Cargill

Title: Sr. Contract Administrator

Date: October 1, 2015

SITE Data Use Agreement Jefferson County Public Schools Attachment A

The data protected under this agreement (herein after referred to as “Data”) is described below.

REQUESTED DATA

Data provider will provide Research Organization a count of instructors and numbers of student learners for each course included in the study. See list below.

- **Treatment group: Basics and Foundations Language Arts (SY 2015-2016)**
- **Comparison group: Basics and Foundations Language Arts (SY 2015-2016)**

Student Identifiers

Data will need to be analyzed at the student level. Thus, this requires that each entry have a unique student identifier attached to it, such as a student ID, student name, or research id assigned by the Research Organization. The process by which unique IDs are assigned to individual student data records will be negotiated between the Research Organization and the Data Provider.

Demographic, Baseline, and Outcome Measure Data

Data Provider will provide the following demographic, baseline, and outcome measure data for a treatment and comparison student cohort to Research Organization.

- 1) Individual student demographic data to include:
 - a. Age
 - b. Gender
 - c. Employment status
 - d. ELL status
 - e. Formal educational attainment or years of formal education
 - f. GED status
- 2) Individual student baseline data to include:
 - a. Pre-test TABE scores
 - b. GED score, as available
 - c. Education and Skills Online assessment
- 3) Individual Achievement Measures to include:
 - a. Post-test TABE scores

- b. Post-test Education and Skills Online assessment
 - c. Local success indicators
 - i. Attendance
 - ii. Retention
 - iii. Time on task
 - iv. Transition to employment or post-secondary education
 - v. Change in GED status
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DATA TRANSFER

The Research Organization will provide the Data Provider with access to a secure file exchange server. Data provider will transfer the data files to Research Organization only using this secure file exchange server.

INTENDED USE OF THE DATA

Research Organization will report aggregated data to prepare project evaluation reports for the client and for program sites, as well as academic research reports, papers, or presentations.