



Every Child Every Day

SUPERINTENDENT
TONYA HORNE-WILLIAMS

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Consent Agenda Item (Action Item): Edmentum Data Sharing

Applicable State or Regulations: Powers and Duties of the Board

Fiscal/Budgetary Impact: No impact or cost to the district.

History/Background: Edmentum is an instructional and assessment resource used by the district to support student learning and intervention efforts that are part of our MTSS system and our system for SB9 and HB162. Edmentum has requested district participation in research and program evaluation activities that may include sharing implementation data from Exact Path, Standards Proficiency, APEX, and CourseWares along with corresponding student performance data from the Edmentum platform. Any data shared will be protected in accordance with FERPA and all applicable state and federal privacy regulations, and no individual student names or personally identifiable information will be included in any external reports, publications, or presentations.

Recommended Action: Approve data sharing between Floyd County Schools and Edmentum.

Contact Person(s): Rebecca Morrison, District Assessment Coordinator/Director of District Wide Services

N/A

Principal

Rebecca Morrison

Director

Tonya H. Williams

Superintendent

Date:

The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI, and in Section 504.

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Research Data Sharing Agreement

This Research Data Sharing Agreement ("Research DSA") describes the rights and responsibilities of Edmentum, Inc. ("Edmentum"), and the customer clicking "I Agree" ("Customer") related to Edmentum's use of various student information and data (collectively "Customer Data") of Customer. This Research DSA is effective as of the date customer submits the Customer's information and "I Agree" acknowledgement ("Effective Date").

Edmentum is requesting to receive (when applicable), use, and analyze Customer Data for educational purposes including to conduct one or more research studies, publish aggregated and/or deidentified results of such studies, and/or improve the products and services that Edmentum and its affiliates offer as well as general, non-targeted information publicly distributed with respect to our educational offering (collectively the "Permitted Uses"). The parties hereby agree to the following terms of this Research DSA:

Edmentum Contact

Edmentum Research Team
Research@Edmentum.com

Research Study

The purpose of this Research DSA is to permit Edmentum to examine the associations among Customer Data to which Edmentum has current authorized access by reason of one or more Other Agreements (defined below) with Customer (Data Set I) and Customer Data regarding student state test scores, college entrance exam test scores, student demographic data, when available (Data Set II) ("Research Study"). For the purposes of this Research Study, Edmentum will specifically examine the associations among student Edmentum product usage and scores in Data Set I, and Data Set II. The Customer Data identified at Data Set II (see below), incorporated herein by reference, constitutes Data Set II, to be provided to Edmentum by Customer. The Research Study shall be conducted in compliance with the obligations contained herein.

Responsibilities and Expectations

Customer will provide Data Set II identified herein to Edmentum within 14 days of the Research DSA Effective Date in the file format specified, or as otherwise mutually agreed, for the downloading, transfer, or sharing of Customer Data.

Edmentum shall serve as the lead organization for the Research Study and in connection therewith agrees to:

- As appropriate, merge Data Set I and Data Set II at the student level.
- Verify the accuracy of Customer Data, including through communications with Customer.
- Maintain the privacy of Customer Data in accordance with the terms of this Research DSA and the Edmentum Customer Privacy Policy located at <https://www.edmentum.com/privacy/customer>.
- Refrain from disclosing any student individual names.
- Disclose Customer Data to Edmentum employees and independent contractors only in connection with the Permitted Uses and subject to the privacy obligations herein and the Edmentum Customer Privacy Policy located at <https://www.edmentum.com/privacy/customer>.
- Provide the Customer with a copy of any Research Study publication that includes Customer Data.
- Promptly notify the Customer of a material breach of Edmentum's data security system(s) that



results in an unauthorized disclosure of Customer Data of which Edmentum becomes aware.

Under this Research DSA, the Customer:

Grants Edmentum the right to (a) use Customer Data to exercise the Permitted Uses, including the release of any Research Study results, and (b) identify Customer's name in a Research Study publication (if any). Customer may decline consent to identify Customer's name in a Research Study publication by submitting the checkbox below

I do not agree to identifying Customer by name:

Applicable Law

The parties shall comply with all applicable laws and regulations in connection with their access, use and sharing of Customer Data including all applicable laws and regulations related to privacy. To the extent that either party fails to comply with any terms and conditions identified in this Research DSA, the non-compliant party shall hold the other party and its officers, employees, successors and assigns harmless and shall indemnify all such parties against any and all claims, demands, and causes of action of whatever kind or nature arising out of, or in connection with such failure.

Term and Termination

This Research DSA shall begin on the Effective Date and continue until the Permitted Uses are completed unless terminated earlier in accordance with the following sentence. Either party may terminate this Research DSA upon written notice to the other party to the extent that a party is in breach of a material term and fails to cure such breach within ten (10) days of its receipt of written notice of such from the non-breaching party.

Impact on Other Agreements Between the Parties

The parties accept and acknowledge that the parties may have other agreements in effect between the Parties as of the Effective Date, including, but not limited to customer order form(s) (the "Other Agreements"). The Parties agree that nothing in this Research DSA is intended to reduce or extinguish any rights or obligations of the Parties with respect to the Other Agreements and that this Research DSA shall apply only with respect to the download, transfer, sharing and Permitted Uses of Customer Data.

Electronic Signature Agreement

By selecting the "I Agree" button, you are signing this agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Research DSA. By selecting "I Agree" you consent to be legally bound by this Research DSA's terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature. You also represent that you are authorized to enter into this Research DSA on behalf of the Customer.



Data Set II

In connection with the Research DSA to which Edmentum and Customer are a party, Edmentum will work with Customer representative(s) to support the download or transfer of Customer Data. Edmentum will establish a secure method for such download or transfer.

The following list includes the requested data to perform the Research Study. Data can be shared in any format (e.g., csv, Excel). Data can be shared in one file or multiple files. Variables can be named according to district or state conventions and appear in any order. Data beyond what is listed below can be provided. There is no need to do extra data cleaning/merging before sharing the data. If the Research team is unsure about what specific variables are or how they are coded, they will reach out to the appropriate party to clarify.

- District name where student was enrolled at the time of testing
- School name where student was enrolled at the time of testing
- Unique student identifier as it appears in the Edmentum product (please contact research@edmentum.com if you are unsure if your IDs match)
- Subject or content area of the state test (e.g., ELA, mathematics)
- Test Name (e.g., Algebra I, Grade 3 Spanish Mathematics, SAT Math)
- Test Date (date(s) when the assessment was administered)
- Enrolled Grade Level that the student was in during the time of the test administration
- Grade Level of the Assessment that the student took
- Test Scale Score (typically a 3- or 4-digit number)
- Student Demographic information:
 - Gender
 - Ethnicity (Hispanic vs. Non-Hispanic)
 - Race
 - English language learner status
 - Special education status
 - Free/reduced price lunch status
 - Gifted status

Footnote: Depending on the study being conducted, the Research team may connect with you regarding questions about the data and/or additional variables that may be of use in the study and that will be mutually agreed upon. If you have any questions about the variables listed here or would like to discuss additional variables, please contact the Research team via the contact information listed above.