



## DATA ACCESS FOR RESEARCH AND REPORTING PURPOSES

### AGREEMENT BETWEEN Summit Education Initiative and

Norton City Schools

4128 S. Cleveland-Massillon Rd Norton, Ohio 44203

This annual agreement (“Agreement”) regarding data sharing for research studies is entered into by Norton City Schools (District) Board of Education (“District” or “Board”) and Summit Education Initiative (“SEI”), collectively, the “Parties.”

### PURPOSES

- Establish a working relationship between the Parties;
- Authorize SEI as a representative to use student-level data for research and reporting to be performed for and on behalf of the District to improve instruction and educational outcomes;
- Protect against unauthorized access to and disclosure of personally identifiable student information.

### AGREEMENT

#### 1. PROJECT AUTHORIZATIONS

1.1 The Parties shall enter a Project Authorization for research and reporting conducted by SEI.

1.2 The terms and conditions contained in each Project Authorization shall be incorporated into this Agreement and become binding on the Parties.

#### 2. STUDENT INFORMATION

2.1 SEI will only access and utilize District student information as detailed in Project Authorizations. All Cradle to Career Alliance Projects as well as other District initiated data research projects will be approved by the District designee through a Project Authorization. All data fields and files to be accessed, including but not limited to Personally Identifiable Information (PII), will be delineated in Project Authorizations.

2.2 Personally Identifiable Information. As used in this Agreement, “Personally Identifiable Information” or “PII” means that student information identified as such in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec 1232g, and specifically in the definition of “Personally Identifiable Information” in 34 C.F.R. 99.3.

2.3 SEI acknowledges that PII from educational records is confidential and cannot be re-disclosed by publishing such information in any way that allows individuals to be directly or indirectly identified. SEI shall not re-disclose PII in any way that causes a breach in confidentiality.

### 3. RESEARCH STUDIES TO IMPROVE INSTRUCTION

3.1 SEI will perform research for and on behalf of the District in conjunction with SEI's Summit County Cradle to Career Alliance effort.

3.2 Subject to section 5.6 hereof, SEI will provide its District research analysis and reporting to, and only to, the District so that it can assess how it may better serve its students through improved instruction and other educational strategies.

3.3 The research analysis and reporting SEI will provide to the District will primarily focus on longitudinal measures of progress related to student educational outcomes. SEI will use District data to understand educational trends across not only the District, but the County as a whole.

3.4 SEI will provide analysis and reports to the District to inform instruction strategies for improving educational outcomes in the District.

3.5 SEI will use county-wide, aggregated data for policy initiatives focused on supporting the efforts of schools and advocating for best practices to support effective instructional practices. SEI will also provide analyses that are useful to the District in informing education policies and practices, such as comparative analysis of the District with the county-wide aggregate. SEI will NOT share, present, or publish District-specific data and results with any entity except the District.

3.4 SEI shall be solely responsible for obtaining any necessary review and approval by an institutional review board for original research studies involving human subjects.

### 4. DATA ACCESS

4.1 To assess District progress and effectiveness, the District will permit access to specified raw data files and fields with SEI, some of which will contain PII. The particular data files and fields to be shared will be specified on a Project basis as outlined in each Project Authorization and will depend upon the nature of the questions to be addressed by SEI.

4.2 SEI officers and employees with access to PII shall include the Executive Director, Director of Research and Analytics, Research Associate, Director of Data and Applications, and Data Manager. The Director of Research and Analytics and the Director of Data and Applications shall be the custodians of the data and shall adhere to legal obligations regarding PII under FERPA, Ohio law, this Agreement, and the Project Authorization. All SEI employees complete training from SEI regarding compliance responsibilities.

4.3 Only SEI officers and employees with a legitimate interest in PII shall view the PII related to a research project or the development of reports for the District.

4.4 Execution of the Project Authorization by the Board's Superintendent or designee and SEI (email acceptable) will be the only acceptable authorization for the release of PII to SEI. Contained within the Project Authorization will be: the project title, the purpose and scope of the project, the duration of the project, each data field to be accessed and the time period of the data to be accessed (School Years).

4.5 Project Authorizations are only valid if:

- this Annual Agreement is signed and on file at SEI

## 5. DATA SECURITY AND PROTECTION OF PRIVACY

To effect access to data and information that is subject to federal and state confidentiality laws and to ensure that the required confidentiality of Personally Identifiable Information shall always be maintained, SEI agrees to the following in compliance with FERPA in general and 34 C.F.R. 99.31 (a) (6) specifically:

5.1 Data Privacy. SEI maintains annual certification in compliance with FERPA and the Health Information Portability and Accountability Act (HIPAA). SEI will comply with provisions of FERPA and Ohio law as they apply to PII. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student record information in a manner not allowed under federal or state law or regulation.

5.2 Data Security. SEI data systems meet or exceed standards established by the National Institute of Standards and Technology (NIST), NIST SP 800-144; this includes access management, data encryption (in transit and at rest), and systems that meet or exceed FERPA and HIPAA requirements.

5.3 SEI will use Personally Identifiable Information shared under this Agreement only to ensure data integrity in research, and to inform District decisions through secure reports. Deidentified (Non-Personally Identifiable Information) will be used by SEI for research purposes and may also be used by SEI, in aggregate form, for county-wide Cradle to Career reporting.

5.4 SEI will conduct research studies in a manner that does not permit the disclosure of PII and will limit District reporting access to District personnel with an educationally legitimate right to know, in accordance with FERPA regulations. SEI will not disclose Personally Identifiable Information in any manner that could identify, directly or indirectly, any individual student or parent except as authorized by FERPA.

5.6 SEI has the right to present, publish, or use insights gained in the course of the research for and on behalf of the District under this Agreement, but SEI may only present, publish and use the data in an aggregated form, with no Personally Identifiable Information, with all other participating county districts and schools. SEI will not present or publish data comparing or listing specific districts and/or schools.

5.7 SEI will not provide any data obtained under this Agreement to any entity or person that SEI knows is ineligible to receive data protected by FERPA.

5.9 SEI acknowledges that this Agreement does not convey ownership of the District's data to SEI.

## 6. PERMISSION TO ACCESS DATA

6.1 SEI will access data through the District's student information system (SIS).

6.2 SEI shall not access data other than as authorized.

6.3 SEI may, upon the request and explicit approval of the District through a Project Authorization and the specific authorization described in this subsection, share data with a third party, such as the National Student Clearinghouse. SEI shall provide the Board with a copy of the information (in a Project Authorization) that SEI intends to disclose, and SEI shall not disclose the information until the Board or its designee has reviewed the intended disclosure and provided SEI with written authorization to make the disclosure.

## 7. TERM OF AGREEMENT

This Agreement shall commence upon the date of signature by the Board's Superintendent and the SEI Executive Director, and shall conclude on June 30<sup>th</sup> of the following calendar year.

## 8. TERMINATION

Either Party may immediately terminate this Agreement, a Project Authorization, or both, at any time for any reason, by written notice to the other Party. Termination of the Agreement, a Project Authorization, or both shall not abrogate any remedy provided for in the Agreement.

## 9. PAYMENT

SEI will not charge the District for the work being performed for and on behalf of the District as it relates to the Cradle to Career Alliance. SEI will operate as a flow through organization for districts which choose to participate in Cradle to Career Alliance Projects that offer group discount pricing. (Examples of such programs are: National Student Clearinghouse, College Board, ACT.) Customized research services can be contracted through SEI through a separate agreement. (e.g. climate survey, community feedback, etc.)

## 10. NONDISCRIMINATION

The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspects of this Agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The Parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act. In the event that either Party refuses to comply with this provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other Party.

## 11. ASSURANCES AND NOTIFICATIONS

11.1 The Parties agree that all activity pursuant to this Agreement shall be in accordance with this Agreement and all applicable current or future federal, state, and local laws, and all applicable rules and regulations.

11.2 By signing this Agreement, SEI represents to the Board that it has not been previously determined by a court of law, administrative agency, hearing officer, or similar decision-maker, to be in violation of FERPA, Ohio law, or federal or state regulations governing the handling and disclosure of PII, and that no court of law, administrative agency, hearing officer, or similar decision-maker has determined that the conduct of SEI or its officers or employees have caused any board of education to be in violation of the laws and regulations governing PII. If any such determination is made during the term of this Agreement, SEI shall immediately notify the Board.

11.3 SEI shall notify the Board immediately if SEI determines that PII has been improperly disclosed to SEI personnel who do not have a legitimate interest in the PII or to any third party. This requirement applies to PII provided by any source, not just the Board.

11.4 SEI shall notify the Board immediately if SEI determines, or if a court of law, administrative agency, hearing officer, or similar decision-maker determines, that SEI has improperly disclosed PII that SEI obtained from the Board. The Parties agree that this notification requirement survives the expiration of the term of this Agreement.

## 12. RESPONSIBILITY FOR IMPROPER DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION

SEI shall be solely responsible for damages caused by the improper disclosure of PII that is caused by the conduct of SEI, its board members, officers, employees, or agents. SEI agrees to indemnify the Board and hold the Board harmless for any damages caused by the improper disclosure of PII that is caused by the conduct of SEI, its board members, officers, employees, or agents, and to defend the Board against such claims for damages. The parties agree that the terms and requirements in this Section 12 survive the expiration of the term of this Agreement.

## 13. RIGHT TO AUDIT

The Board, through its employees or agents, shall have the right to audit SEI's compliance with this Agreement. The Board shall give SEI 5 business days' notice of its intent to audit SEI's compliance. SEI shall cooperate fully with such audit.

## 14. DISCLOSURE OF THIS AGREEMENT

The Parties understand that this Agreement, once executed, as well as all Project Authorizations, are public records. The Board will disclose this Agreement and Project Authorizations when a public records request is made for such documents. The Board may, even in the absence of such a request, disclose this Agreement and Project Authorizations, including, without limitation, by posting them on its website.

## 15. SURVIVAL

Notwithstanding anything to the contrary in this Agreement or Project Authorization, the rights and obligations contained in the following sections and subsections of this Agreement shall remain in effect after this Agreement or Project Authorization is terminated, and after a project has been completed: Subsection 1.2, Section 2, Subsection 3.2, Subsection 4.3, Section 5, Subsection 6.2, Subsection 6.3, Section 9, Section 11, and Section 12.

16. ENTIRE AGREEMENT

This Agreement, along with incorporated Project Authorizations, constitute the entire agreement among the Parties with respect to the subject matter hereof and supersedes any prior agreement or understanding among the Parties with respect to such subject matter.

17. AMENDMENT

This Agreement shall not be modified or amended except by written agreement executed by both Parties.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed the Agreement by having their representatives affix their signatures below.

*Dana Addis*  
Dana Addis (Feb 15, 2022 12:18 EST)

Feb 15, 2022

*Matthew Deever*

Feb 15, 2022

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Dana Addis

Date

Matthew Deevers

Date

Norton City Schools

4128 S. Cleveland-Massillon Rd Norton,

Ohio 44203