

**EDUCATIONAL RESEARCH INSTITUTE OF AMERICA (ERIA)
DATA SHARING CONSENT AND AGREEMENT**

This Data Sharing Consent and Agreement (the "Agreement") is entered into effective as of December 21, 2018, by and between Indiana Area School District (the "District") and Educational Research Institute of America ("ERIA"), a corporation organized under the laws of the State of Florida, with a principal place of business located at 7225 Pelican Bay Blvd #1003, Naples, FL 34108.

WHEREAS, the District desires to participate in a one-year statewide study analyzing the relationship between i-Ready usage and student performance on the PSSA Tests (the "Study");

WHEREAS, in order to participate in the Study, District must provide ERIA with certain data related to the performance of District students on state-wide standardized tests as more fully described herein; and

WHEREAS, District and ERIA wish to set forth the terms under which such data will be provided to and used by ERIA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and ERIA hereby agree as follows:

- District shall provide ERIA with the following data for each student included in the study, required for the conduct of the Study (hereinafter the "Data"):

For the 2017-2018 School Year:

- User number
 - Chronological grade in the 2017-2018 school year
 - Scale score from the 2018 PSSA Mathematics Test
 - Scale score from the 2018 PSSA ELA/Reading Test
 - Achievement level from the 2018 PSSA Mathematics Test
 - Achievement level from the 2018 PSSA ELA/Reading Test
- District shall provide the Data to ERIA without including any student names. District will provide ERIA with the Data associated with the applicable students' state test scores, user numbers, as well as their grade levels. All such Data will be transmitted to ERIA in a secure, encrypted format in a time, place and manner mutually agreed upon by the parties.
 - ERIA acknowledges and agrees that, in accordance with the Family Educational Rights and Privacy Act ("FERPA") and all other applicable state and local laws and regulations, ERIA will use the Data only for the purpose of conducting the Study and for no other purpose. ERIA will not share the Data with any third parties, and will only allow its employees and contractors involved in the conduct of and with a legitimate interest in the Study to access the Data.
 - ERIA agrees to implement, maintain and use appropriate administrative, technical and physical security measures to the full extent required by applicable state laws and FERPA in order to maintain the confidentiality of the Data. ERIA shall promptly notify District in writing of any unauthorized disclosures of the Data.

- Within three (3) months of the completion of the Study, ERIA shall remove any portion of the Data that contains personally identifiable student information (as defined under FERPA and the regulations promulgated thereunder) from all of its servers and systems and shall destroy any tangible embodiments of such personally identifiable Data. ERIA shall remove all remaining portions of the Data from its servers and systems, and destroy any tangible embodiments thereof, by April 1, 2020.
- This Agreement shall be governed by the laws of the state of Florida, without regard to its conflict of law principles. This Agreement may only be amended by a written amendment executed by authorized representatives of each of the parties.

IN WITNESS WHEREOF, the parties have executed this Data Sharing Consent and Agreement as of the Effective Date.

Educational Research Institute of America

By:  _____

Title: President _____

Date: 12/21/2018 _____

Indiana Area School District

By: _____

Title: _____

Date: _____

Educational Research Institute of America

ERIA confidentiality policies include the following:

1. For each ERIA project an employee and/or work for hire consultants is working on, the person must sign a non-disclosure form.
2. All ERIA reports are never released to anyone except the client for whom the project was completed. When clients do agree to the release of a report, ERIA requests that the client release the report. However, on written request from the client ERIA will release the report.
3. All final reports and data are maintained on the ERIA servers hosted by Hostgator. Employees and work for hire consultants do maintain data and report information on their computers during the time they are working on a project. However, at the completion of the project, all data and report information must be returned to ERIA and it is then transferred to the Hostgator servers.
4. *No student or school identification information is ever released. The only time school site identification is included in a report is with the written consent of the appropriate school district administrator and with the request of the client for whom the report was requested.*
5. *Student identification of any sort is never released to the client. Those, for whom tryouts and studies are conducted, are not allowed to receive any student identification information. If such information was requested, it would only be released with the written approval of the parent or guardian of each student.*
6. For the protection of human subjects, ERIA follows the guidelines of Indiana University. Those general guidelines are provided below. ERIA, because of the emeritus status of Roger Farr, is able to confer with the chairman of the Human Resources Committee when questions regarding human subject research are encountered. While ERIA does not come under the jurisdiction of the Indiana University Human Research Committee, the availability of such a group provides useful advice and consultation for ERIA. Such advice is always congruent with the most recent federal guidelines.

A rule of thumb for determining whether or not a particular project qualifies, as research is to consider whether or not the results will be published in some form or forum outside of the institution. For example, is the project being undertaken with the notion that a paper or journal article may be published or that a paper may be presented at a conference? If so, the project most likely will be considered as research, and thus, is subject to review by the HSC.

Examples include:

Interviews, telephone, or mail surveys;

- *Behavioral or educational testing;*
- *Observation of individual or group behavior;*
- *Collection of blood (or other biologic) samples;*
- *Clinical studies of drugs and medical devices; and*
- *Study of existing data, documents, and archives on databases.*

Thus, a survey of students on their attitudes about drinking, observation of teachers in a classroom, interviews with chief executive officers of corporations on decision making processes, if conducted to "develop or contribute to generalizable knowledge," would all constitute research involving human subjects.

ERIA has maintained secure servers with Hostgator. Hostgator is a Computer Server Company that uses robust technical and software processes and programs to maintain the security of all data housed on those servers. Hostgator's procedures provided by the Hostgator Company follow:

Hostgator.com uses technical security measures to prevent the loss, misuse, alternation or unauthorized disclosure of information and data under our control. Hostgator.com uses security measures including and not limited to: physical, electronic and managerial procedures to safeguard and secure the data on our servers. We are protected from hackers and DDoS attack (UDP flood). We have an extensive custom firewall rule and large mod-security rulesets protecting our servers. If we do experience heavy flooding, we have our datacenter enable network level flood protection. Our datacenters are all highly secure facilities with restricted access.

All of the servers at Hostgator have been updated for PCI compliance. Our other security methods and precautions are confidential.



DATA SHARING CONSENT FORM

Indiana Area School District ("District") is participating in a correlation study being conducted by Educational Research Institute of America, Inc., d/b/a ERIA ("Research Partner") on behalf of Curriculum Associates, LLC ("Curriculum Associates"). In order to participate in the correlation study, Curriculum Associates will need to provide certain student data to Research Partner. Therefore, District hereby acknowledges and agrees as follows:

1. Curriculum Associates is in the possession of data and information, including test scores, showing student performance on its proprietary i-Ready® assessments in reading and math (the "Customer Data").
2. District hereby authorizes Curriculum Associates to provide the Customer Data to Research Partner to allow Research Partner to undertake a research project correlating the Customer Data to student performance on statewide assessments and standardized tests.
3. District acknowledges and agrees that this sharing of Customer Data is at the request of District, and District hereby consents to the provision of such data to Research Partner by Curriculum Associates by a secure means as reasonably agreed upon by Curriculum Associates and Research Partner.
4. District acknowledges and agrees that Research Partner shall be responsible for the Customer Data while it is in its possession and control. Curriculum Associates shall have no liability or responsibility for any unauthorized disclosures of Customer Data, corruption of Customer Data, or data security breaches that occur as a result of the actions or inactions of Research Partner.
5. Curriculum Associates shall only be responsible for Customer Data that is in its possession or control. Nothing in this Agreement shall in any way limit the obligation of Curriculum Associates to protect and preserve Customer Data that is in its possession or control.

This Data Sharing Consent Form is hereby executed by an authorized representative of District, whose signature can be found below.

Signature: _____ Date: _____

Print Name: _____

Title: _____

