

Data Use Agreement

This Agreement is between **Des Moines Area Community College** (Data Provider), with an office at 2006 S Ankeny Boulevard Ankeny, Iowa 50023 and **Abt Associates Inc.** (Data Recipient), with an office at 4550 Montgomery Avenue, Suite 800N, Bethesda, MD 20814.

The Purpose

Abt Associates Inc. is working under contract # HHSP23320072913YC, for the U. S. Department of Health and Human Services, Administration for Children and Families (ACF), for the purpose of carrying out the **Innovative Strategies for Increasing Self-Sufficiency (ISIS)** evaluation, which started October 1, 2007 and will end September 30, 2017. ISIS is a random assignment evaluation of nine promising career pathways programs that aim to improve employment and self-sufficiency outcomes for low-income, low-skilled individuals. The goal is to produce methodologically rigorous evidence on the effectiveness of career pathways approaches that will address issues of interest to federal, state, and local policymakers and practitioners and have significant influence on policy and practice. ISIS will include an implementation, impact, and a cost-benefit study.

Des Moines Area Community College is working for Abt Associates under Subcontract #28562 for the purpose of implementing the random assignment evaluation of the its program in Des Moines, Iowa. Coordinating with the ISIS study team and other Abt Associates staff as necessary, site staff will initiate and conduct work on tasks detailed in Subcontract #28562, Attachment A: Subcontractor's Statement of Work, Deliverables, and Payment Schedule. Tasks under this Subcontract include, but are not limited to, conducting outreach and recruitment for random assignment, administering the informed consent process and random assignment, collecting and transferring baseline and administrative data, participating in site visits with ISIS study team, providing ongoing communication to ISIS study team, and participate in peer-to-peer activities.

In order to carry out the analysis under ISIS, Des Moines Area Community College will provide certain participant-level administrative data, including some educational data that is covered and protected under **the Family Educational Rights and Privacy Act (FERPA)** set forth in 20 U.S.C. 123g and its regulations at Part 99 of Title 34 of the Code of Federal Regulations, as amended in 2012.

FERPA allows Data Provider to share data with an authorized representative; in this case Data Recipient, to carry out an evaluation, as is the case here. The parties agree to handle the data, as required by FERPA as follows.

The Data

Data Provider agrees to share data with Data Recipient on participants' academic performance and receipt of supportive services. Where available, the types of participant records that shall be provided include performance on standardized tests, course enrollment, hours attended, courses completed, grades, credential and degree attainment, and receipt and intensity of supportive services. In addition to participant records, available information on program cost will also be furnished by Data Provider. For a complete listing of data elements ISIS aims to collect, see *Appendix A*. The final list of data elements will be determined in discussions between the Data Provider and Data Recipient. This DUA will be modified accordingly.

Data Provider will transfer all electronic data to Data Recipient via Abt's MoveIT DMZ, a file transfer software platform designed for the secure, encrypted transmission of sensitive data. For records available only in paper form, Data Provider will send copies of forms to Data Recipient via Fed-Ex two day delivery.

Schedule

The period of performance for this Agreement begins on the date the Agreement is signed by both parties and ends when the data is no longer needed to carry out the ISIS Study, or upon the termination of the ISIS contract between Data Recipient and ACF, whichever is sooner. Data Provider agrees to furnish an initial data extract containing available data specified in *Appendix A* to Data Recipient by June 15, 2013. A data transfer schedule will be determined in discussions between Data Provider and Data Recipient.

Authorized Use of the Data

In performance of contract specified above, data provided will support the ISIS evaluation's implementation, impact, and cost-benefit studies. Analyses of provided data include, but are not limited to, the following:

- describing program's logic model, including intermediate and primary outcomes of participants;
- documenting the program experiences of participants, including types and level of services received;
- conducting a participant pathway analysis to examine how participants progress through program components and courses in addition to attendance and completion patterns and use of services for each step on a career pathway and for the program as a whole;
- analyzing potential differences in impacts among different participant subgroup populations; and
- documenting service utilization to estimate unit costs for the cost-benefit study.

Data analysis findings will be included in a number of project deliverables for ACF, including site-specific implementation and impact reports, policy briefs, and conference presentations. No individual-level data will be reported. The Data Recipient will also deliver a restricted use file to ACF at the end of the study as well as a public use data file. The restricted-use license file will contain all data collected for the study with all personal identifiers removed. All data files will be securely provided on a CD-ROM with file documentation included.

Other Authorized Users of the Data

The following categories of Data Recipient users will have access to the data provided:

1. Senior project officers, including Principal Investigators and Project Director, overseeing the day-to-day operations involving the use of provided data and authoring reports and presentations based on furnished data
2. Implementation study and impact study task leads
3. Technical staff conducting analyses specified above

Protection of Confidential Data

Data Recipient agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in FERPA and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees, and agents of a party that receive education record information from the Data Provider may use the information, but only for the purposes for which the disclosure was made.

Definition

Covered data and information (CDI) includes paper and electronic student education record information supplied by Data Provider, as well as any data provided by Data Provider's students to the Data Recipient.

Acknowledgment of Access to CDI

Data Provider acknowledges that the Agreement allows the Data Recipient access to CDI. Data Provider certifies that it has the authority to share the data with Data Recipient as described above.

Prohibition on Unauthorized Use or Disclosure of CDI

Data Recipient agrees to hold CDI in strict confidence. Data Recipient shall not use or disclose CDI received from or on behalf of Data Provider (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Data Provider. Data Recipient agrees not to use CDI for any purpose other than the purpose for which the disclosure is made.

Return or Destruction of CDI

Three years after termination of the ISIS contract between Data Recipient and ACF, the Data Recipient shall destroy any and all CDI. If requested by Data Provider, Data Recipient shall provide Data Provider with a certificate confirming the date of destruction of the data.

Maintenance of the Security of Electronic Information

Data Recipient shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of Data Provider or its students. These measures will be extended by contract to all subcontractors used by Data Recipient.

Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information

Data Recipient shall report to Data Provider any use or disclosure of CDI not authorized by this agreement or in writing by Data Provider. Data Recipient's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Data Recipient has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Data Recipient has taken or shall take to prevent future similar unauthorized use or disclosure. Data Recipient shall provide such other information, including a written report, as reasonably requested by Data Provider.

If Data Provider reasonably determines in good faith that Data Recipient has materially breached any of its obligations under this contract, Data Provider, in its sole discretion, shall have the right to require Data Recipient to submit to a plan of monitoring and reporting; provide Data Recipient with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, Data Provider shall provide written notice to Data Recipient describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Data Recipient improperly disclosed personally identifiable information obtained from Data Provider's education records, Data Provider may not allow the Data Recipient access to education records for at least five years.

Agreed:

For Des Moines Area Community College:



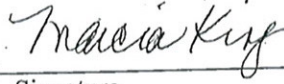
Signature

Name: *Robert J. Denson*

Title: *President/CEO*

Date: *5-24-13*

For Abt Associates Inc.:



Signature

Name: Marcia King

Title: Associate Director, Contracts

Date: May 20, 2013

Appendix A: Data Elements

Identifiers and Contact Information	Educational Background	Assessment Information	Core Basic and Occupational Skills Curriculum	Supportive Services and Financial Aid
<ul style="list-style-type: none"> Name SSN Student ID Address Phone number Email Date of birth Immigration Status Race and ethnicity 	<p><i>High School</i></p> <ul style="list-style-type: none"> Diploma (w/date) GED (w/date) <p><i>Postsecondary</i></p> <ul style="list-style-type: none"> Name of institution Dates of enrollment Credits Educational level Credential or degree awarded (w/ date) ACT/SAT scores Other placement/ assessment scores <p><i>Other classes or training</i></p> <ul style="list-style-type: none"> ABE Dev. Ed. ESL GED Occupational training Prerequisites for college level work 	<ul style="list-style-type: none"> COMPASS scores (w/ date) CASAS scores Job Readiness Assessment Certificate of interest 	<p><i>Term Information</i></p> <ul style="list-style-type: none"> Educational objective / major course of study Enrollment status (full-time, part-time) Credits completed Credits attempted GPA <p><i>Course Information</i></p> <ul style="list-style-type: none"> Course term Course begin and end dates Course name Course subject Course term (e.g., quarter, semester) Hours of instruction Delivery method (face-to-face, online, hybrid) Course begin date Course end date Course credits (zero if non-credit) Credits earned Course grade Class attendance <p><i>Credentials awarded</i></p> <ul style="list-style-type: none"> Type of credential Date awarded 	<p><i>Advising</i></p> <ul style="list-style-type: none"> Type of advising Number of advising sessions PLP advising dates PLP advising notes <p><i>Financial/Digital Literacy</i></p> <ul style="list-style-type: none"> Completion status Completion date <p><i>Financial Aid Receipt</i></p> <ul style="list-style-type: none"> Pell Grant Loans Other grant, scholarship, or stipend Work study job <p><i>Other</i></p> <ul style="list-style-type: none"> Transitional employment status Transitional employer Transitional wage rates Study groups