

DATA SHARING AGREEMENT
BETWEEN
LORAIN COUNTY COMMUNITY COLLEGE and
THE OHIO STATE UNIVERSITY

This Data Sharing Agreement (“Agreement”) is entered into by and between Lorain County Community College, hereinafter referred to as “**LCCC**”, a community college as defined in ORC §3354.01 under the laws of the state of Ohio and located at 1005 North Abbe Road, Elyria, Ohio; and **THE OHIO STATE UNIVERSITY**, a state university as defined in ORC §3345.011 under the laws of the state of Ohio and located at 1960 Kenny Road Columbus, OH 43210, hereinafter referred to as “**OSU**”.

WHEREAS, LCCC desires for OSU to provide program and policy evaluation services (“Evaluation”) in connection with the U.S. Department of Labor Trade Adjustment Assistance Community College Career and Training (“TAACCCT”) Round 4 Grant award number TC-26435-14-60-A-39], Ohio TechNet as administered by LCCC (“the Grant”); and

WHEREAS, LCCC shall provide certain data to OSU to complete the Evaluation in connection with the Grant;

NOW, THEREFORE, in consideration of the mutual promises set forth herein the parties agree as follows:

LCCC CONTACTS

	Agreement Administrator:	Technical Administrator:
Name:	Roy Church, Ph.D. President	Shara Davis, Dean of Research, Institutional Effectiveness and Public Services
Title:		
Address:	1005 N. Abbe Road Elyria, Ohio 44035	1005 N. Abbe Road Elyria, Ohio 44035
Phone:	440-366-4050	440-366-7578
E-mail:	rchurch@lorainccc.edu	sdavis@lorainccc.edu

OSU CONTACTS

	Agreement Administrator:	Technical Administrator:
Name:	Kristy A. Baker	Joshua Hawley
Title:	Dir. Business & Industry Contracts	Associate Professor
Address:	The Ohio State University 1960 Kenny Road Columbus, OH 43210	The Ohio State University 250R Page Hall 1810 College Road Columbus, OH 43210
Phone:	(614) 292-3187	(614) 247-8140
E-mail:	baker.913@osu.edu	hawley.32@osu.edu

1. PURPOSE OF THE DATA SHARING AGREEMENT

The purpose of this Agreement is to provide OSU with data necessary for research to improve instruction and evaluate the TAACCCT Grant. The information to be disclosed is detailed in EXHIBIT B, and is subject to be amended throughout the evaluation.

- A. OSU's use of student-level data is covered by the study's exception to the Family Educational Rights and Privacy Act of 1974 as set forth in 20 U.S.C. 1232g and its regulations at Part 99 of Title 34 of the Code of Federal Regulations (FERPA). The data OSU is requesting will be used to meet Department of Labor reporting requirements. All of the data requested will be used to improve instruction by determining which components of the Grant initiative improve student outcomes. In accordance with FERPA, OSU is entering into a user agreement with LCCC that spells out how the data will be used, secured, and destroyed.

This paragraph describes the roles of each party in broad terms, with more detail below. The role of LCCC will be to submit the data detailed in EXHIBIT B via secure file transfer to OSU. OSU will merge the data provided by LCCC with workforce and education administrative records for the purpose of analyzing the data for the evaluation of the Grant project. OSU agrees to conduct the evaluation provided for in this agreement in a manner that does not permit personal identification of the records by individuals other than authorized representatives of OSU who have legitimate interests in the information.

2. DEFINITIONS

"Agreement" means this Data Sharing Agreement, including all documents attached or incorporated by reference.

"Data Storage" refers to the state data is in when at rest. Data shall be stored in secured environments.

"Data Transmission" refers to the methods and technologies to be used to move a copy of the data between systems, networks, and/or workstations.

"Disclosure" means to permit access to or release, transfer, or otherwise communicate personally identifiable information contained in education or employment records by any means including oral, written, or electronic means, to any party other than the party identified or the party that provided or created the record.

"LCCC Data" means data that is provided to OSU from LCCC for purposes described in Paragraph 1.

"Ohio TechNet Community Colleges" are the following community, technical and/or other two-year colleges in Ohio: Cincinnati State Technical and Community College, Columbus State Community College, Cuyahoga Community College, Eastern Gateway Community College, Lakeland Community College, Lorain County Community College, Owens Community College, Rhodes State College, Sinclair Community College, Zane State College.

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual’s identity. PII includes without limitation any specific individual’s name, Social Security Number, student number, date and place of birth, mother’s maiden name, biometric record, or other data which, if combined with other personal or identifying information, is linked or linkable to a specific individual. Personally Identifiable Information also includes information that, alone or in combination, would allow a reasonable person in a school community, who does not have personal knowledge of the relevant circumstances, to identify a student with reasonable certainty.

3. PERIOD OF AGREEMENT

This Agreement shall begin on August 21, 2015 or date of execution, whichever is later, and end on December 31, 2018, unless terminated sooner or extended as provided in paragraph 14.

4. DESCRIPTION OF DATA TO BE SHARED

The data requested consists of individual-level data collected from intake forms for TAACCCT program participants, student records maintained by Ohio TechNet community colleges, administrative records maintained in the Ohio Workforce Case Management System, and post-program survey data collected by the New Growth Group. Personnel from the Ohio TechNet colleges will compile the necessary records and securely transmit those records to LCCC. LCCC will transfer the compiled data to OSU as per the terms of this agreement. The data to be shared will include social security number, student name, birth date, program participation, credit accumulation, grades, enrollment, credential and certification completion and other data elements that will enable the evaluation of education and workforce outcomes for TAACCCT program participants. See EXHIBIT B for a detailed description of data to be shared, which may be amended during the term of this Agreement by the mutual written agreement of the parties in a manner consistent with applicable law.

5. DATA TRANSMISSION

LCCC will compile applicable data identified on EXHIBIT B and will transfer their data to OSU, as directed, via secure file transfer protocol.

6. DATA SECURITY

All PII provided by LCCC shall be stored on a secure environment consistent with the terms of this Agreement. Access to PII within LCCC’S data shall be limited to the OSU staff with legitimate interests in the information, consistent with the stated purpose of this Agreement. **It is specifically agreed and understood that PII shall be removed from any data provided to any other parties, employees, agents, or representatives, except for the parties identified in this Agreement to fulfill the purpose of this Agreement.**

a. Protection of PII

The parties agree - PII compiled for purposes of this Data Sharing Agreement will be stored on one or more of the following media and protected as described:

- 1) Workstation Hard disk drives may have PII stored on local workstation hard disks. Access to the PII will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. The hard drive must be encrypted to protect LCCC PII;
- 2) Network server disks may have PII stored on hard disks mounted on third party network servers and made available through shared folders. Access to the PII will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. PII will be hosted in National Institute of Standards and Technology ("NIST") NIST 800-53 <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf> moderate compliant datacenters. Data is backed up daily to a primary datacenter and mirrored daily to an offsite storage location. All PII at rest will be encrypted using AES 256-bit encryption. PII transmissions are secured using either Transport Layer Security (TLS) or a Secure Sockets Layer (SSL) with up to 128-bit encryption. Designated OSU employees with access to PII have a unique login and password and/or;
- 3) PII storage on portable devices or media.
 - a) LCCC PII shall not be stored on portable devices or media unless specifically, explicitly authorized in writing by LCCC Agreement Administrator or Technical Administrator. If so authorized, the PII shall be given the following protections:
 - i. Encrypt the PII with a key length of at least 128 bits,
 - ii. Control access to devices with a unique user ID and complex password or stronger authentication method such as a physical token or biometrics,
 - iii. Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes and;
 - iv. Physically protect the portable device(s) and/or media by:
 - Keeping them in locked storage when not in use;
 - Using check-in/check-out procedures when they are shared; and
 - Taking frequent inventories.
 - b) When being transported outside of a secure area, portable devices and media with confidential PII must be under the physical control of staff with authorization under this Agreement to access the PII.

- c) Portable devices include, but are not limited to: handhelds/PDAs, Ultramobile PCs, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook computers.
- d) Portable media includes, but is not limited to: optical media (e.g. CDs, DVDs, Blu-Rays), magnetic media (e.g. floppy disks, tape, Zip or Jaz disks), or flash media (e.g. CompactFlash, SD, MMC).

b. Safeguards Against Unauthorized Access and Re-disclosure

LCCC and OSU shall exercise due care to protect all PII from unauthorized physical and electronic access or disclosure. All parties shall establish and implement the following minimum physical, electronic and managerial safeguards for maintaining the confidentiality of information provided by any party pursuant to this Agreement:

- 1) Access to the information provided by any party will be restricted to only those authorized staff, officials, and agents of the parties who need it to perform their official duties in the performance of the work requiring access to the information as detailed in the Purpose of this Agreement.
- 2) All parties will store the information in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
- 3) Unless specifically authorized in writing by the other parties, no party will store any PII on portable electronic devices or media, including, but not limited to laptops, handhelds/PDAs, Ultramobile PCs, flash memory devices, floppy discs, optical discs (CDs/DVDs), and portable hard disks.
- 4) All parties will protect the information in a manner that prevents unauthorized persons from retrieving the information by means of computer, remote terminal or other means.
- 5) All parties shall take precautions to ensure that only authorized personnel are given access to on-line files containing PII and that such access does not amount to a re-disclosure of information unless authorized by FERPA.
- 6) All parties shall instruct all individuals with access to these data regarding the confidential nature of the information, the requirements of Use of Data and Safeguards Against Unauthorized Access and Re-Disclosure clauses of this Agreement, and the sanctions specified in federal and state laws against unauthorized disclosure of information covered by this Agreement.
- 7) All parties shall take due care and take reasonable precautions to protect PII from unauthorized physical and electronic access or disclosure.

c. Data Segregation

LCCC Data must be segregated or otherwise distinguishable from non-LCCC data. This is to ensure that when no longer needed by OSU, all LCCC Data can be identified for destruction. It also aids in determining whether LCCC data has or may have been compromised in the event of a security breach.

If any party to this agreement or its agents detect a compromise or potential compromise in the IT security for this data such that PII may have been accessed or disclosed without proper authorization, the party shall give notice to the other parties within twenty-four (24) hours of discovering the compromise or potential compromise. The party detecting the problem shall take corrective action as soon as practicable to eliminate the cause of the breach and shall be responsible for ensuring that appropriate notice is made to those individuals whose personally identifiable information may have been improperly accessed or disclosed.

7. DATA CONFIDENTIALITY

All parties to this agreement acknowledge the personal or confidential nature of the information and agree that their staff, agents, or representatives with access shall comply with all laws, regulations, and policies that apply to protection of the confidentiality of the data.

a. Non-Disclosure of Data

- 1) Individuals will access data gained by reason of this Agreement only for the purpose of this Agreement.
- 2) LCCC may at its discretion disqualify at any time any person from authorized access to confidential information by or pursuant to this Agreement. Notice of disqualification shall be in writing and shall terminate a disqualified person's access to any information provided by LCCC pursuant to this Agreement immediately upon delivery of notice to OSU. Disqualification of one or more persons by LCCC does not affect other persons authorized by or pursuant to this Agreement.
- 3) LCCC Data may be used only to meet the purpose of this Agreement.
- 4) Any research using LCCC Data must be conducted in a manner that does not permit personal identification of individuals, as defined by state and/or Federal law, by anyone other than employees, agents, or representatives of OSU with legitimate interests in the PII.
- 5) LCCC Data may not be provided by OSU or its employees, agents, or representatives, to any independent contractor or third party without the express written authorization of LCCC'S Agreement Administrators or Technical Administrators. Any such release shall be conditioned on the execution of a written agreement between the parties and the independent contractor or third party. Any such release shall not include PII unless authorized under FERPA.

b. Penalties for Unauthorized Disclosure of Information

In the event OSU fails to comply with any terms of this Agreement, LCCC shall have the right to take such action as it deems appropriate. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law, and to legal remedies available to parties injured by unauthorized disclosure.

8. USE OF DATA

- a. LCCC Data will remain the property of LCCC and will be destroyed by OSU, as required by this Agreement, when the work for which the information was required has been completed.
- b. This Agreement does not constitute a release of the data for OSU's discretionary use, but may be accessed only to carry out the responsibilities specified herein. Any ad hoc analyses or other use of the LCCC data, not specified in this Agreement, is not permitted without the prior written agreement of LCCC. OSU shall not disclose, transfer, or sell any such information to any party, except as specifically allowed by this Agreement. OSU shall maintain the confidentiality of all data gained by reason of this Agreement.
- c. OSU is not authorized to update or change LCCC Data, and any updates or changes shall be cause for immediate termination of this Agreement.
- d. LCCC Data cannot be re-disclosed or duplicated unless specifically authorized in this Agreement.
- e. All parties shall follow applicable federal and state laws protecting student and employment data when displaying student information in public reports, and any other applicable guidelines that may be in effect during the term of this agreement. Publicly-reported aggregated results will not contain any group of fewer than 10 individuals.
- f. OSU shall provide draft reports to LCCC at least ten (10) working days prior to any public release of reports and communicate with LCCC when questions arise regarding data provided.
- g. The requirements in this section shall survive the termination or expiration of this agreement or any subsequent agreement intended to supersede this Agreement.

9. DISPOSITION OF DATA

- a. Within thirty (30) days from the end of this Agreement or upon termination of the Agreement, whichever occurs first, OSU shall destroy the data received from other parties and provide written notification of destruction (See Exhibit A). Failure to do so may prevent data sharing agreements with the LCCC in the future. Pursuant to federal law, if any party is found to have failed to destroy personally identifiable information as required by this Agreement or federal law, that party may be barred from accessing personally identifiable information from education records for at least five (5) years.

- b. Upon the destruction of LCCC Data, OSU shall complete Exhibit A Certification of Data Disposition, and submit it to LCCC Agreement Administrator within fifteen (15) days of the date of disposal.

10. ON-SITE OVERSIGHT AND RECORDS MAINTENANCE

LCCC shall have the right, at any time, to monitor, audit and review activities and methods in implementing the Agreement in order to assure compliance therewith, within the limits of LCCC'S technical capabilities.

All parties hereto shall retain all records, books, or documents related to this Agreement for six years, except LCCC data destroyed in Paragraph 9. State and federal auditors, and any persons duly authorized by the parties, shall have full access to and the right to examine any of these materials during this period, subject to the prohibitions and requirements of state or federal law.

11. INDEMNIFICATION

Each party to this Agreement shall be responsible for any and all acts and omissions of its own staff, employees, officers, agents and independent contractors. Nothing in this Agreement shall be construed to waive the sovereign immunity of the State of Ohio or any tort or other immunity held by LCCC or OSU.

12. AMENDMENTS AND ALTERATIONS TO THIS AGREEMENT

With mutual consent, LCCC and OSU may amend this Agreement at any time, provided that the amendment is in writing and signed by the Agreement Administrators.

13. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable Federal and State laws;
- b. Any other provisions of the Contract whether by reference or otherwise.

14. TERMINATION

- a. For Convenience

Any of the parties may terminate this Agreement with thirty (30) days' written notice to the other party's Agreement Administrator named on Page 1. In case of termination, any and all information provided by LCCC pursuant to this agreement shall either be immediately returned to LCCC or immediately destroyed. Timely written notifications of destruction to LCCC are required.

b. For Cause

The parties to this agreement may terminate this Agreement at any time prior to the date of completion if and when it is determined that either of the parties has failed to comply with the conditions of this Agreement. The terminating party shall promptly notify the other parties in writing of the termination and the reasons for termination, together with the effective date of termination. In case of termination, the data provided by LCCC shall be returned or destroyed on or before the date of termination. A timely written notification of destruction to LCCC is required.

15. GOVERNING LAW

This Agreement shall be construed under federal law and the laws of the State of Ohio. The Parties agree to submit to jurisdiction in courts within the State of Ohio.

16. SEVERABILITY

The provisions of this Agreement are severable. If any provision of this Agreement is held invalid by any court; that invalidity shall not affect the other provisions of this Agreement and the invalid provision shall be considered modified to conform to the existing law.

17. SIGNATURES

The signatures by an authorized representative of each party below indicate agreement between the parties. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

LORAIN COUNTY COMMUNITY COLLEGE

THE OHIO STATE UNIVERSITY

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

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EXHIBIT A

Certification of Data Disposition

Date of Disposition _____

___ All copies of any data sets related to the Data Sharing Agreement between OSU and LCCC have been wiped from OSU's data storage systems. All LCCC Data has been removed from OSU's data storage systems.

___ All materials and non-wiped computer media containing any data sets related to the Data Sharing Agreement have been destroyed.

___ All copies of any data sets related to the Data Sharing Agreement that have not been disposed of in a manner described above, have been returned to the Technical Administrator listed in this Agreement.

The data recipient hereby certifies, by signature below, that the data disposition requirements as provided in the Data Sharing Agreement have been fulfilled as indicated above.

Signature of Agreement Principal Investigator _____ Date: _____
OSU Concurrence: _____ Date: _____

Return original to LCCC Technical Administrator indicated on page 1 of this Agreement. Retain a copy for your records.

EXHIBIT B

Detailed Description of Data Requested from LCCC

This attachment summarizes the data OSU will request for the TAACCCT Grant Evaluation. It describes how the sample of individuals OSU needs data for will be defined, the variables OSU is requesting from LCCC data, and the timing OSU anticipates. The data fields listed herein are substantially complete; however, OSU may amend the data set requested during the Agreement as needed to complete the evaluation.

Definition of sample of individuals

A program participant is any student at a participating college who has either declared for a grant-affected program of study or taken a qualifying course in a program of study which is a part of the grant during the study period. A comparison cohort individual is any student who either declared for a comparison program of study or took a qualifying course in a comparison program of study during time-periods defined for inclusion in the study.

The study period is defined as the fall semester of 2015 through and including the spring and summer semesters of 2018 for program participants and will reach further into the past (to the fall semester of 2011) for comparison cohort individuals in some programs.

The grant affected programs of study are specific to each participating college.

A qualifying course is any core course in a program of study, excluding general education courses. Any course that has been modified, updated, or redesigned as a part of grant activities qualifies.

Schedule of data submissions

LCCC will submit data two times per year. On or about March 15 of 2016, 2017, and 2018, LCCC will submit data from the preceding fall semester. On or about October 15 of 2015, 2016, 2017, and 2018, LCCC will submit data from the preceding spring and summer semesters.

List of data elements

For each individual tracked under the grant, the following information will be gathered. **The following data elements are subject to change before submission times.**

Data Tracking Templates


Social Security number
College's student ID
College Name
Year

Term
PLA credits received this term
Total PLA credits received to date
Program student is declared for at college
Completed a program this term
Name of program completed
Earned other credential this term
Type of credential earned
Program group
Last name
First name
Middle name
Date of birth
Gender
Hispanic
Race: American Indian or Alaskan Native
Race: Asian
Race: Black or African American
Race: Native Hawaiian or Other Pacific Islander
Race: White
Student is eligible veteran
Student is person with disability
Student is Pell Grant eligible
Student is TAA eligible
Year first registered in school as college-level student
Term first registered in school as college-level student
Enrollment Status
Enrollment: Course Code
Enrollment: Course name
Program Credit Status
Withdrew from a program this term
Name of program withdrawn from

Ohio Case Management System

Social Security Number
TAA Eligibility
Grant-funded program enrollment
Grant-funded program enrollment dates

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