

Security and Access Agreement for Unit Record Data Request

Security and Access Agreement

The information available through the Florida Department of Education (FDOE) is, by federal and state law, confidential and shall be used only for the authorized purposes. Under no circumstances shall records and reports be released by the FDOE to any party unless such release is in strict accordance with the provisions, and to the entities identified in, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 C.F.R Part 99; and chapter 119 and section 1002.22, Florida Statutes. The party receiving data acknowledges its separate obligations in accordance with the requirements of these provisions by establishing duties of confidentiality, privacy, and nondisclosure.

The information released by the FDOE will be used by the party receiving data only for the purposes identified in the research request application and approved by the department. The data received will only be used to generate aggregate statistics that will be used for one of the three allowable purposes under FERPA: 1) to improve instruction; 2) to develop, validate, or administer predictive tests; or 3) to administer student aid programs. Deliberate or accidental misuse or disclosure of information may result in loss of access, disciplinary action, or dismissal or prosecution under the scope of all applicable federal and state laws and regulations.

FLDOE REQUESTOR/USER REQUIREMENTS

All persons who gain access to information from the FDOE in any form must adhere to the provisions below. In addition, the institution with which the requestor is affiliated is party to this agreement and assumes joint responsibility with requestor/users for safeguarding the privacy of the data received. Each requestor/user and the institution's representative are required to initial below each section.

The Requestor and/or User and the Institution shall:

1. Be responsible for the information obtained and use it only for authorized purposes;
2. Only use individual records or anything that could generate personally identifiable information for the validation of queries/programming;
3. Destroy unit record data provided by the FDOE and any copies of that data within **one year** of receipt (unless otherwise specified and approved in advance and reflected in the data usage expiration date reflected below) and provide certification to the FDOE staff that such records have been destroyed;
4. Prior to publication or release or results in any form, provide any documents generated as a result of using data received from the FDOE to the Program Office sponsor and the Data Request Team (datarequest@fldoe.org) for review and verification that the intended purpose has been adhered to;
5. Store each electronic file sent by FDOE that contains unit record data, and each hard copy of such information, in a secure location, such as a locked desk or file cabinet, except when in use for the purposes for which it was provided. Automated records shall be stored in secured computer facilities with strict Automatic Data Processing (ADP) controls, protecting access to

Security and Access Agreement for Unit Record Data Request

confidential information to those with access authorization. **Encryption shall be required for all electronic transfers of personally identifiable data.**

6. Retain only one copy and one backup copy of the data provided. In the event the destruction of data is required, the user must provide written confirmation that all copies are properly destroyed;
7. Notify FDOE **within 30 days** if access to unit record data has been transferred from the requestor or user to other personnel, and provide a notarized statement that the transferee agrees to the terms and conditions herein.

Initial (Requestor/User): _____

Initial (Representative of Institution): _____

The Requestor and/or User and the institution may not, and must ensure that no other individuals:

1. Share unit record data with any other individual or organization without the express written consent of FDOE;
2. Use data for any purpose other than that approved by FDOE;
3. Allow any unauthorized use of information provided or generated;
4. Use the results of information provided/generated in an effort to determine the identity of any student or employee for whom data is included by the FDOE;
5. Use the data to make a decision about the rights, benefits, or privileges of those individuals identified through the matching process;
6. Publicly disseminate reports containing identifiable data or aggregate cell sizes of less than 10 individuals. (Reports must mask these cells so that results are not revealed.)

Initial (Requestor/User): _____

Initial (Representative of Institution): _____

(continued)

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Requestor Information:

Name of Requestor: _____

Title: _____

Data Request Project Title: _____

Institution/Division: _____

Physical Address: _____

Phone Number: _____

Email Address: _____

I understand and agree to the terms, conditions, and responsibilities set out in this Agreement.

Signature of Requestor _____ **Date** _____

Seal of Notary:

Form of Identification:

_____ **Personally known**

_____ **Identification provided**

Type of Identification:

Security and Access Agreement for Unit Record Data Request

To be completed by any user if information is different from that of the Requestor:

Data User/Analyst/Researcher: (Person using the data)

User Information:

Name of User: _____

Title: _____

Data Request Project Title: _____

Institution/Division: _____

Physical Address: _____

Phone Number: _____

Email Address: _____

I understand and agree to the terms, conditions, and responsibilities set out in this Agreement.

Signature of User/Analyst/Researcher: _____ **Date** _____
(if applicable)

Seal of Notary:

Form of Identification:

_____ **Personally known**

_____ **Identification provided**

Type of Identification:

For Internal Use Only: Data Usage Expiration Date _____

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To be completed by the Institutional Representative:

Institutional Representative:

Institutional Representative Information:

Name of Institutional Representative: _____

Title: _____

Data Request Project Title: _____

Institution/Division: _____

Physical Address: _____

Phone Number: _____

Email Address: _____

I understand and agree to the terms, conditions, and responsibilities set out in this Agreement.

Signature of Institutional Representative: _____ **Date** _____

Seal of Notary:

Form of Identification:

_____ Personally known

_____ Identification provided

Type of Identification:

For Internal Use Only: Data Usage Expiration Date _____

Submit the Security and Access agreement electronically to datarequests@fldoe.org.

Submit the Security and Access Agreement with original signatures to:

Florida Department of Education
325 West Gaines Street, Room 544
Tallahassee, Florida 32399-0400
Attn: External Data Request Team