



User agreement

This document describes the conditions of use and limitations of (1) the ibestt™ system, (2) the identifiable student data schools and educators agree to share when using ibestt™, (3) how these data are stored and encrypted, and (4) how the data are used. A district representative must approve this document for schools to use ibestt™. This is an agreement between the University of Washington (the University), the faculty and staff who have designed and developed the site and its content (the Developers), and persons entering, managing, and using information from the ibestt™ website (the Users). The agreement covers a range of issues as follows.

1. The ibestt™ system

The Integrating Behavior Support and Team Technology (ibestt™) system is a multi-platform computer technology that guides the behavior planning and development process established by school behavior support teams to (a) enter and record information about a student's behavior intervention, (b) monitor the intervention steps, and (c) generate student progress data for decision making about the intervention.

ibestt™ was developed by faculty and staff at the University of Washington in collaboration with behavior support teams and educators in early childhood, elementary, and middle schools as a portable, web-based computer application. The system provides schools and educators with increased efficiency, communication, responsiveness, and coordination not possible with paper-based supports and interventions. The web-based application is accessed online using web-browsers or tablets. Schools and educators must have wireless Internet established (i.e., Wi-Fi) to use ibestt™.

The ibestt™ system guides school teams through this behavior support process by connecting educators/school personnel (Users) through secure, online accounts. Each member of the educator/school team has access to components of the student/child behavior intervention plan, only as needed, to provide support to a teacher and student.

Copyright and Authorization. All pages, material, artwork, photos, video clips, protocols, and content accessible from the website are the property of the University of Washington, unless otherwise noted. The University grants to Users a limited, non-exclusive, non-transferable, and revocable authorization to access, print, and use said materials for the limited purpose of providing function-based interventions and support to students and children, providing training and professional development to educators, and/or conducting educational or developmental research. This authorization assumes the User will not sell or otherwise profit from distribution of these materials and will credit the Developers and the University for all dissemination incorporating these materials.

Ownership. All materials are copyrighted. However, data entered into the ibestt™ website by Users (including information on users, student and child information, and other assessment or support information used by the User) are not owned by the University.



User agreement

Consent to enter student/child/educator data. It is the Users' responsibility to obtain any and all permissions and consents for the entry of information to the ibestt™ website and that permit use of that information in accordance with the terms and conditions of this User Agreement.

2. What student data are stored?

The following information is entered into ibestt™ for each teacher and student receiving support and stored as encrypted data on University of Washington servers:

- Demographics: student name, date of birth, grade level
- Academics: IEP status (yes/no), global academic performance (i.e., at, above, or below grade-level for reading, math, and writing)
- Behavior: target behavior, teacher description of previous interventions, hypothesis statement about the function of the target behavior
- Intervention: description of intervention plan, teacher's rating of student progress, teacher comments about intervention success

3. How are the data stored and used?

Database security. Information is entered into ibestt™ by typing into text fields or selecting options from menus. All data transfer between users' browsers and backend database are encrypted using an SSL Certification. All information is stored on secure departmental servers in the College of Education at the University of Washington. These servers are managed by the University of Washington's Information Technology. All ibestt™ information stored on UW servers is governed by the University of Washington's online privacy statement and terms and conditions of use. Personally identifiable student data are encrypted in place.

User Accounts. The ibestt™ application is accessed through individual User Accounts using school personnel email accounts and individually selected passwords. All information is entered into and accessed from ibestt™ through these User Accounts. The security of all ibestt™ data requires school personnel to maintain the integrity of their own email accounts by safeguarding their passwords.

User roles. Access to ibestt™ is based on assigned user role: Teacher, Coach, Coordinator, and Observer. Teachers (or educators) are assigned a team "coach", and each has access to ibestt™ information about the student receiving support. Coordinators can access information about all teachers and coaches in a school ibestt™ account. Observer accounts have read-only access for all ibestt™ accounts in the school and can be assigned to school administrators.

Email accounts. To facilitate the coordination of the support process, ibestt™ generates automated emails between Teachers requesting help and the behavior support team Coach and Coordinator. These emails serve as prompts to ibestt™ Users about pending actions but do not include the name of the student or child receiving support through ibestt™.



User agreement

4. How are the data used?

All data are protected to ensure only approved school individuals, or Users, may access the information. The data within the ibestt™ system are primarily for use by school personnel to support their practice.

Information about students may be accessed by ibestt™ Coordinators, team members, and Teachers. These data may be saved and stored offline by individuals with ibestt™ accounts. In addition, student or child support information or any User Account may be deleted from the database by team Coordinators, or by Developers, at the request of authorized school personnel.

Access to all User and student/child information and data will be password protected and restricted to only those individuals with login access, which is controlled by the User. No data will be released without the expressed request and/or permission of the User, except as required by law.

Secondary uses of data. Users grant permission to the Developers or their designees secondary use of their information. These secondary uses are restricted to activities to improve the website's information, resources, and services or conduct of research by the developers, as reviewed and approved by appropriate Institutional Review Board(s). User and student information, and student data for these secondary purposes will be available only to the Developers or approved researchers, and no further distribution of these data is permitted. All secondary use of data will be kept private, and no individual will be identifiable in any report or professional publication resulting from these secondary uses. Whenever possible, secondary uses will not include information that enables individual identification.

The following considerations will apply to any approved research:

- Student and staff names will be deleted before data are transferred to the research database.
- Research activities using data from ibestt™ comply with 34 CFR Sec. 99.31(6), the Department of Education's regulations for implementing the Family Educational Rights and Privacy (FERPA).
- Information reported in research reports and presentations will not identify individual schools, students, or staff.
- Any projects using the information from ibestt™ and meeting the definition of "research" will be reviewed and approved by the University of Washington Human Subjects Division (Institutional Review Board).

Limits of Liability. The University and Developers assume responsibility for maintaining the ibestt™ website and the integrity of user and information and student data. The User is fully responsible for collecting student/child and educator data, maintaining appropriate restrictions for accessing data, and interpreting student's, program's, and intervention's progress on the basis of these data. The Users assume all liability for decisions made using the data entered into or reported from the ibestt™ website, and the University and Developers have no liability.



User agreement

Termination of Relationship and Disposition of Data. Access to the ibestt™ website may be terminated by the University, the Developers, or the Users without cause but with prior notice. With appropriate notice, Users or Developers can modify data owner and User access to maintain protection and appropriate oversight of User and student/child information and student/child data. At time of termination, User and student/child information, and student/child data will be retained in the central database for a period of at least one year, unless otherwise indicated, nonidentifiable Profile and student/child data will be retained after that time for secondary use purposes only.

Support. The University will maintain online and limited telephone support for Users and data owners to the extent that funds remain available. The University and Developers will notify all Users and data owners with information on any changes in this policy and appropriate notice prior to terminating service.

Additional information about ibestt™ and opportunities for adopting ibestt™ may be obtained by contacting Carol Davis, ibestt™ Project Director, 206-221-5043, cadavis1@uw.edu.

The district named below agrees to use the ibestt™ system and as described in this document.

School district (name, city, state)

Signature of authorized district personnel

Date

Printed name

Title