

**DATA SHARING AGREEMENT
BY AND BETWEEN
JEFFERSON COUNTY BOARD OF EDUCATION
AND
UNIVERSITY OF LOUISVILLE
KENT SCHOOL OF SOCIAL WORK
AND
FAMILY AND CHILDREN'S PLACE**

This Data Sharing agreement (the "Agreement") is by and between the Jefferson County Board of Education (dba Jefferson County Public Schools), the University of Louisville Kent School of Social Work (UofL), and Family & Children's Place, Inc. (FCP). Jefferson County Public Schools (JCPS) agrees to provide student demographic, attendance, disciplinary and course outcome data to UofL and FCP for the purpose of evaluating the success of the Pathway for Academic Stability and Success (PASS) program. UofL and FCP agree to use the data only for the purpose for which it was disclosed and outlined in this Agreement. The terms of this agreement are through September 30, 2014 unless terminated in writing by one or both parties.

Pursuant to written authorization from the parent, guardian and/or foster parent with written permission from the parent of the participating students, JCPS will provide UofL and FCP the following data annually during the term of this Agreement with respect to students participating in the PASS program.

- 1) School name
- 2) District name
- 3) Masked student identifier

The following student-level data will be provided annually during the term of this Agreement for all students served by the PASS program. Students participating in the PASS program must be flagged

with the PASS name. This information should be contained in a unique column. The participant file should contain each of the data elements contained herein.

- 1) Unique student identifier
- 2) Grade level (for *current* year: 2012-2013 for Year 1 submission; 2013-14 for Year 2 submission)
- 3) Grade level (for *current* year: 2012-2013 for Year 1 submission; 2013-14 for Year 2 submission)
- 4) English language learner (ELL) status
- 5) Free/reduced-price lunch status
- 6) Individualized education program (IEP) status
- 7) Student's strengths, challenges, interests as listed in the Individualized Learning Plan (ILP)
- 8) Disciplinary referrals
- 9) Dates of any suspensions
- 10) Enrollment (for *current* year: 2012-2013 for Year 1 submission; 2013-14 for Year 2 submission)
- 11) Enrollment status (for *current* year: 2012-2013 for Year 1 submission; 2013-14 for Year 2 submission)
- 12) Reading assessment proficiency
- 13) Math assessment proficiency
- 14) Grade Point Average
- 15) EXPLORE Results
- 16) Total absences
- 17) Ethnicity
- 18) Race
- 19) Sex
- 20) Courses failed (all)

- 21) Courses failed (core)
- 22) Credits earned
- 24) School of enrollment (number and name)
- 25) District of enrollment (number and name)
- 26) Student home zip code

These data will be provided by JCPS to UofL and FCP by uploading the data to a secure site or 'portal,' that is maintained by UofL and FCP. These data will be used to evaluate the success of the PASS program and its participants. UofL and FCP acknowledge that any unauthorized disclosure of confidential student information is a violation of the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99 and shall not be permitted to occur. Accordingly, UofL and FCP acknowledge and assure that in all reports, electronic or otherwise, derived from information made available under this Agreement, all data shall be aggregated in such a way that no individual will be identified directly or by deduction. UofL and FCP further acknowledge and assure that the student-level data elements will not be released to any third party.

While in possession of these data, UofL and FCP acknowledge and agree that it shall permit access only to its employees and service providing contractors, in each case, who are authorized to assist with conducting an evaluation of the success of the PASS program. All UofL and FCP employees and service providing contractors who are authorized to have access to the data have (or will, prior to gaining access to the data) certify their understanding that they may be held individually liable for any and all criminal and civil penalties imposed for breach of confidentiality ("Access to Confidential Data"). UofL and FCP also agree to store the data in a secure and locked area and to prevent unauthorized access. UofL and FCP agree to destroy all student-level data files after the final report to U.S. Department of Health and Human Services, Administration for Children and Families (ACF) is approved or immediately if this Agreement is terminated.

At the conclusion of its collection and evaluation of the PASS program, UofL and FCP will prepare a report summarizing and explaining its findings based on the data (the "Report") and provide

such Report to the ACF. The Report will include only aggregate-level findings so that no individual can be identified directly or by deduction. UofL or ACF may publish aggregate-level findings and/or the Report.

IN WITNESS WHEREOF, the authorized representatives have caused this Agreement to be executed effective as of the date signed by the last party.

Jefferson County Board of Education:

By: _____ Date: _____

University of Louisville:

By: _____ Date: _____

Family & Children's Place, Inc.

By: _____ Date: _____

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IN WITNESS WHEREOF, the authorized representatives have caused this Agreement to be executed effective as of the date signed by the last party.

Jefferson County Board of Education:

By: _____ Date: _____

University of Louisville:

By: Bibb U J Date: 2-12-13

Families & Children's Place, Inc.

By: Anna Russell Date: 2-12-13