

Description of Exhibits

To authorize the release and use of confidential data under the FERPA Studies Exception. Exhibits referenced in the Agreement must be completed and incorporated into the final Agreement.

Exhibits include:

- Exhibit A –
 - Section I - describes the study, funding source and data being requested
 - Section II- describes the need for Personally Identifiable Information (PII)
 - Section III required if requesting Free and Reduced Lunch information
- Exhibit B – Research Organization Nondisclosure Statements (one for each data custodian)
- Exhibit C – Research Organization data security policy
- Exhibit D – Data destruction plan at completion of study and identification of data custodians
- Exhibit E — Research Organization's Certificate of Data Destruction

Please refer to The U.S. Department of Education, Family Policy Compliance Office's Guidance for Reasonable Methods and Written Agreements for additional information on requirements for data sharing under the Family Educational Rights and Privacy Act (FERPA).

Edj Analytics Response
Exhibit A, Section I: Purpose, Scope and Duration

Purpose and Scope

Edj is undertaking this study to identify students at higher risk of becoming victims of Summer Melt. We will analyze student-specific data from grades 9-12 to understand drivers that predict the likelihood of "melt" occurring for all students graduating from JCPS. This will serve as the first application to a broader system that will track students from Kindergarten thru graduation to identify those students at risk for falling short of their goals and those corresponding drivers that may be addressed by the appropriate JCPS staff.

Funding

We are considering several funding options for this project. A grant application with the CES Foundation is currently in progress. Internal funding from Edj founders is also being considered. Funding for the study will be of no cost to the Jefferson County Public Schools system.

Results of Study

The results of the work will be used to identify those students at risk for failing to achieve a certain level of educational attainment, in the first case it will be focused on Summer Melt. However, we do expect to also construct a broader system that begins in Kindergarten and tracks students through graduation. For instance, research has shown that some level of pre-K work increases student success. Also, third grade reading abilities may also predict future outcomes. We would like to build a system that integrates these milestones so that appropriate programs can be applied more directly and with better efficacy. This study directly supports *Strategy 1.17 Eliminate Achievement Learning and Opportunity Gaps*, and *Vision 2020* which states ***All Jefferson County Public Schools students graduate prepared, empowered, and inspired to reach their full potential and contribute as thoughtful, responsible citizens of our diverse, shared world.***

Edj Analytics Response

Exhibit A, Section I: Data Being Requested

Students grades 9 to 12

Each enrollment occurrence

School Years 2011 to 2017

Each Table Type will contain foreign keys.

TableType	Field	Notes
Enrollment	StudentID	A proxy ID will be used.
Enrollment	Current SchoolID	
Enrollment	Current SchoolName	
Enrollment	Current School Type	
Enrollment	Student Birthdate	
Enrollment	Student Race	Ethnicity Federal Codes
Enrollment	Student Gender	
Enrollment	Student Current Grade	
Enrollment	Student Actual Grade	Used with Special Education Student
Enrollment	SpecialEdStatus	
Enrollment	LEP Indicator	English Language Learner
Enrollment	Homeless Indicator	
Enrollment	Start Status	Entry Code (Include Code Map)
Enrollment	End Status	Close of Year, Withdrawal or Graduate (Include Code Map)
Enrollment	Start Date	
Enrollment	End Date	
Enrollment	School Year	
Household	Zip code	
Household	Relationship	(Indicate Mother and/ or Father only)
Attendance	Days Absent	
Attendance	Attendance Code	Absent (Excused / Unexcused)
Discipline	Suspension Indicator	Out of school Suspensions
Course	Course Number	Include a Course Map (Advanced Placement, Dual, Career Tech, etc are coded in course)
Course	Course Department	
Course	Course Name	
Course	Term	Grading Period (every six weeks)
Course	Final Letter Grade	
School Climate	College	
School Climate	Sense of Belonging	
Senior Transition	Plans After Graduation	
Senior Transition	College Career Advising	(Help with FAFSA, Scholarship, etc)
Student Tracker	Enrollment Found	
Student Tracker	College Begin Date	
Student Tracker	College End Date	
Student Tracker	Enrollment Status	
Student Tracker	Graduated from College	
Student Tracker	College Graduation Date	
Student Tracker	Type of College	(2yr / 4yr)
Student Tracker	Institution Type	(Public / Private)
Student Tracker	College Code	
Student Tracker	College Name	
Student Tracker	College State	
State Assessment	EOC Proficiency Score	
State Assessment	EOC Scale Score	
State Assessment	EOC Subject	
National Assessment	ACT Composite	
National Assessment	ACT Reading	
National Assessment	ACT Mathematics	
National Assessment	ACT English	
National Assessment	ACT Science	

Edj Analytics Response
Exhibit A, Section II: Personally Identifiable Information (PII) Requested

The purpose of the study is to provide student-level predictive analytics. Each student's journey through JCPS is highly specific to that student and unlikely to generalize into broad student groupings. Inclusion of student-specific data points with pertinent information (such as academic performance in specific courses, attendance, and behavior) will be a key component of any predictive model we are able to create.

Exhibit B

RESEARCH ORGANIZATION'S EMPLOYEE OR CONTRACTOR NONDISCLOSURE STATEMENT

Include the completed Nondisclosure Statements or confidentiality agreement with your proposed DATA SHARING AGREEMENT.

Research Organization: Edj Analytics, LLC

Research Organization's employee or contractor name: Brandon Debes

Title: Database Administrator

Address: 732 East Market Street, Louisville, KY 40202

Phone: 502-287-8257

I understand that the performance of my duties as an employee or contractor of the Research Organization involve a need to access and review confidential information (information designated as confidential by FERPA, NSLA, CNA, KRS 61.931(6), or other federal or state law); and, that I am required to maintain the confidentiality of this information and prevent any redisclosure prohibited under the law as stated below. By signing this document, I agree to the following:

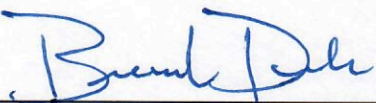
- I will not permit access to confidential information to persons not authorized by the RESEARCH ORGANIZATION and its contractor.
- I will maintain the confidentiality of the data or information.
- I will not access data of persons related or known to me for personal reasons.
- I will not reveal any individually identifiable information furnished, acquired, retrieved, or assembled by me or others for any purpose other than statistical purposes specified in the RESEARCH ORGANIZATION survey, project, or proposed research.
- I will report, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site
 - to my immediate supervisor, Associate Commissioner, and
 - to the Division of Human Resources if I am a RESEARCH ORGANIZATION employee or
 - to the RESEARCH ORGANIZATION Office for whom I perform work under the contract if I am a RESEARCH ORGANIZATION contractor or an employee of a RESEARCH ORGANIZATION contractor
- I understand that procedures must be in place for monitoring and protecting confidential information.
- I understand and acknowledge that FERPA-protected information obtained under provisions of Family Educational Rights and Privacy Act of 1974 (FERPA) as a RESEARCH ORGANIZATION contractor's employee or contractor of RESEARCH ORGANIZATION is confidential information.
- I understand that FERPA protects information in students' education records that are maintained by an educational agency or institution or by a party acting for the agency or institution, and includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
- I understand that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing of federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. 3571) or imprisonment for not more than five years (under 18 U.S.C. 3559), or both.
- I understand and acknowledge that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq)(CNA) and the regulations implementing these Acts, is confidential information.

- I understand that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal as provided in the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) and the regulations implementing these Acts, specifically 7 C.F.R 245.6. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.
- I understand that KRS 61.931 also defines "personal information" to include an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:
 - a) An account number, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
 - b) A Social Security number;
 - c) A taxpayer identification number that incorporates a Social Security number;
 - d) A driver's license number, state identification card number, or other individual identification number issued by any agency;
 - e) A passport number or other identification number issued by the United States government; or
 - f) Individually identifiable health information as defined in 45 C.F.R. sec. 160.103, except for education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g.
- I understand that other federal and state privacy laws protect confidential data not otherwise detailed above and I acknowledge my duty to maintain confidentiality of that data as well.
- I understand that any personal characteristics that could make the person's identity traceable, including membership in a group such as ethnicity or program area, are protected.

In addition, I understand that any data sets or output reports that I may generate using confidential data are to be protected. I will not distribute to any unauthorized person any data sets or reports that I have access to or may generate using confidential data. I understand that I am responsible for any computer transactions performed as a result of access authorized by use of sign on/password(s).

Research Organization employee or contractor signature:

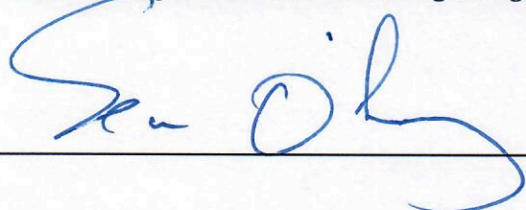
Date:



1-Jun-2017

Research Organization authorized agent signature:

Date:



6-1-17

Research Organization authorized agent name (typed): Sean O'Leary

Exhibit B

RESEARCH ORGANIZATION'S EMPLOYEE OR CONTRACTOR NONDISCLOSURE STATEMENT

Include the completed Nondisclosure Statements or confidentiality agreement with your proposed DATA SHARING AGREEMENT.

Research Organization: Edj Analytics, LLC

Research Organization's employee or contractor name: Dennis Gomer

Title: Data Scientist

Address: 732 East Market Street, Louisville, KY 40202

Phone: 502-225-3016

I understand that the performance of my duties as an employee or contractor of the Research Organization involve a need to access and review confidential information (information designated as confidential by FERPA, NSLA, CNA, KRS 61.931(6), or other federal or state law); and, that I am required to maintain the confidentiality of this information and prevent any redisclosure prohibited under the law as stated below. By signing this document, I agree to the following:

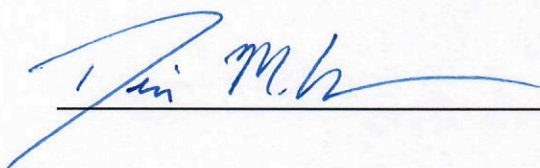
- I will not permit access to confidential information to persons not authorized by the RESEARCH ORGANIZATION and its contractor.
- I will maintain the confidentiality of the data or information.
- I will not access data of persons related or known to me for personal reasons.
- I will not reveal any individually identifiable information furnished, acquired, retrieved, or assembled by me or others for any purpose other than statistical purposes specified in the RESEARCH ORGANIZATION survey, project, or proposed research.
- I will report, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site
 - to my immediate supervisor, Associate Commissioner, and
 - to the Division of Human Resources if I am a RESEARCH ORGANIZATION employee or
 - to the RESEARCH ORGANIZATION Office for whom I perform work under the contract if I am a RESEARCH ORGANIZATION contractor or an employee of a RESEARCH ORGANIZATION contractor
- I understand that procedures must be in place for monitoring and protecting confidential information.
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- I understand that FERPA protects information in students' education records that are maintained by an educational agency or institution or by a party acting for the agency or institution, and includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
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 - f) An account number, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
 - g) A Social Security number;
 - h) A taxpayer identification number that incorporates a Social Security number;
 - i) A driver's license number, state identification card number, or other individual identification number issued by any agency;
 - j) A passport number or other identification number issued by the United States government; or
- 0 Individually identifiable health information as defined in 45 C.F.R. sec. 160.103, except for education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g.
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Research Organization employee or contractor signature:

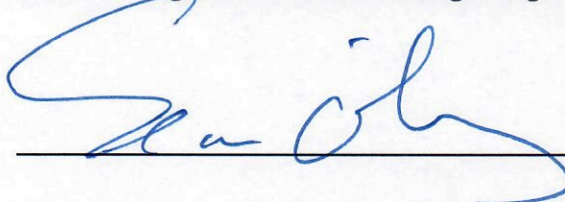
Date:



6-1-17

Research Organization authorized agent signature:

Date:



6-1-17

Research Organization authorized agent name (typed): Sean O'Leary

Exhibit B

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Research Organization: Edj Analytics, LLC

Research Organization's employee or contractor name: Blake Levine

Title: Senior Data Scientist

Address: 732 East Market Street, Louisville, KY 40202

Phone: 502-299-6674

I understand that the performance of my duties as an employee or contractor of the Research Organization involve a need to access and review confidential information (information designated as confidential by FERPA, NSLA, CNA, KRS 61.931(6), or other federal or state law); and, that I am required to maintain the confidentiality of this information and prevent any redisclosure prohibited under the law as stated below. By signing this document, I agree to the following:


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- I will not access data of persons related or known to me for personal reasons.
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 - to the Division of Human Resources if I am a RESEARCH ORGANIZATION employee or
 - to the RESEARCH ORGANIZATION Office for whom I perform work under the contract if I am a RESEARCH ORGANIZATION contractor or an employee of a RESEARCH ORGANIZATION contractor
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 - l) A Social Security number;
 - m) A taxpayer identification number that incorporates a Social Security number;
 - n) A driver's license number, state identification card number, or other individual identification number issued by any agency;
 - o) A passport number or other identification number issued by the United States government; or
- 0 Individually identifiable health information as defined in 45 C.F.R. sec. 160.103, except for education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g.
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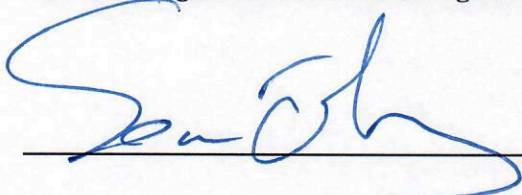
Date:



6/1/17

Research Organization authorized agent signature:

Date:



6/1/17

Research Organization authorized agent name (typed): Sean O'Leary

Exhibit B

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Research Organization: Edj Analytics, LLC

Research Organization's employee or contractor name: Peter Schubert

Title: Data Scientist

Address: 732 East Market Street, Louisville, KY 40202

Phone: 713-203-9063

I understand that the performance of my duties as an employee or contractor of the Research Organization involve a need to access and review confidential information (information designated as confidential by FERPA, NSLA, CNA, KRS 61.931(6), or other federal or state law); and, that I am required to maintain the confidentiality of this information and prevent any redisclosure prohibited under the law as stated below. By signing this document, I agree to the following:

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 - q) A Social Security number;
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 - s) A driver's license number, state identification card number, or other individual identification number issued by any agency;
 - t) A passport number or other identification number issued by the United States government; or
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Research Organization employee or contractor signature:

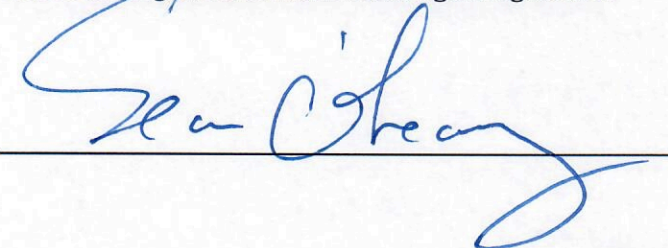
Date:



6/1/17

Research Organization authorized agent signature:

Date:



6-1-17

Research Organization authorized agent name (typed): Sean O'Leary

Exhibit C

Please describe the measures you take to ensure the protection of data released to you. If you have a policy, please attach or copy/paste here as Exhibit C and include information on the requested delivery method.

Edj Analytics Data Protection Policy

All electronic information from the Data Provider will be stored as received in a TrueCrypt encrypted disk image container as well as stored in a relational format in an Amazon RDS encrypted PostgreSQL database. Any data transmitted to the encrypted database will be sent over SSL to ensure security in-motion as well as at rest.

Each data custodian designated in Exhibit D will be supplied with unique credentials to access the encrypted database, authorized only to the data each needs to perform his or her job function. All custodian activity on the database will be logged. Custodians will be given a copy of the data sharing agreement as well as instructions for appropriate data use, and each will sign the confidentiality agreement in Exhibit B. Only the Primary Data Custodian named in Exhibit A will have access to the TrueCrypt container(s) where original files are stored.

All devices used to access the encrypted data (via either source) will be Research Organization owned laptop computers, equipped with standard firewall and anti-virus software. Custodians will be instructed not to keep unencrypted copies on secure data locally outside of working sessions.

Exhibit D

Please describe the methods Research Organization will use to irrevocably destroy, wipe or sanitize all personal or confidential data at the completion of the study. This includes all formats and media including but not limited to paper, electronic, magnetic as well as any internal hard drive of a printer or copier prior to its disposal, relocation or being sent to surplus. Please specify the planned date of destruction for each format and media that is applicable. If you have a policy that describes the methods you will use to destroy all confidential data, it can be attached as Exhibit D. Research Organization's Certificate of Destruction (Exhibit E) is required for certification that all forms of personal or confidential data have been irrevocably destroyed, wiped or sanitized.

Edj Analytics Response

Upon the conclusion of the study, the single copy of the master TrueCrypt container holding the original data files will be deleted using secure deletion software (to "zero-out bytes" of the file). The RDS instance will be securely destroyed using Amazon AWS's secure instance destruction tool. Data custodians should not at that time have any remaining traces of the data on their devices, but we will ensure this is the case by collecting the devices and examining their storage media. Any found information from the Data Provider will be securely deleted (zeroed-out). It is not anticipated for any hard copies of the data to be created, but in the event that they are, such copies will be destroyed by cross-cut shredding. The study is expected to conclude on June 30th, 2018 so it is anticipated that secure data destruction will take place within two business days of same.

In alphabetical order by last name, provide information for those persons designated as data custodians. This should include anyone with access to confidential data. A designated primary and secondary data custodian are required and a minimum of four is requested. A signed Confidentiality Agreement or Data Provider's Nondisclosure Statement labeled Exhibit B is required for each data custodian.

(Prior to designating additional data custodians who are not listed on Exhibit D at the time the DATA SHARING AGREEMENT is executed, Research Organization must submit a written request and DATA SHARING AGREEMENT amendment will be required.

Primary Data Custodian

Last Name, First Name: Debes, Brandon
Phone: 502-287-8257
Email: BDebes@edjanalytics.com
Employer: Edj Analytics, LLC

Last Name, First Name:
Phone:
Email:
Employer:

Secondary Data Custodian

Last Name, First Name: Gomer, Dennis
Phone: 502-225-3016
Email: DGomer@edjanalytics.com
Employer: Edj Analytics, LLC

Last Name, First Name:
Phone:
Email:
Employer:

All Other Data Custodians

Last Name, First Name: Levine, Blake
Phone: 502-299-6674
Email: blevine@edjanalytics.com
Employer: Edj Analytics, LLC

Last Name, First Name:
Phone:
Email:
Employer:

Last Name, First Name: Schubert, Peter
Phone: 713-203-9063
Email: pschubert@edjanalytics.com
Employer: Edj Analytics, LLC

Last Name, First Name:
Phone:
Email:
Employer:

Exhibit E

RESEARCH ORGANIZATION'S CERTIFICATE OF DATA DESTRUCTION

The Research Organization shall irreversibly destroy all copies of all confidential and otherwise personally identifiable data regardless of format (e.g. paper, electronic) within forty-five (45) days after it is no longer needed to perform the studies described in this agreement, upon DATA PROVIDER's request or upon termination of this agreement, whichever occurs first unless agreed otherwise in writing. Using this form, the Research Organization shall provide written verification of the data destruction to the DATA PROVIDER within forty-five (45) days after the data is destroyed. Scan the signed Certificate of Data Destruction and return it to

If the Research Organization uses a contractor for data destruction services, a certificate of destruction from the contractor is also required. Please submit the contractor's certificate of destruction with this signed Certificate of Data Destruction.

In accord with the provisions of the DATA SHARING AGREEMENT between the Data Provider and the ("Research Organization" or "Contractor"), the confidential and otherwise personally identifiable data were destroyed as required in Section N according to the methods described in Exhibit D of the DATA SHARING AGREEMENT.

Date submitted:

Scheduled date of destruction (per DATA SHARING AGREEMENT):

Actual destruction date:

Media type	Method of Destruction	Comments

I hereby certify that all confidential and otherwise personally identifiable data described above have been destroyed in the manner indicated.

Research Organization Authorized Agent Signature:

Date:

Agent's Name: Sean O'Leary

Agent's Title: CEO and Co-Founder