

Description of Exhibits to Data Sharing/Use Agreement Between Jefferson County Board of Education and Say Yes to Education, Inc.

The purpose of the attached Exhibits is to authorize the release and use of confidential data under the FERPA Studies Exception. Exhibits attached to this Agreement must be signed and/or completed as required by the applicable provisions of this Agreement and/or the requirements of the Exhibit. When so signed and/or completed, the signed and/or completed version of the Exhibit will be deemed to be part of and incorporated into this 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).

Exhibit A

Contact Information:

Research Organization Legal Name: **Say Yes To Education, Inc**

Primary Data Custodian Name: **Eugene Chasin**

Title: **President, Say Yes To Education, Inc.**

Phone: **(917) 558-0676**

Email: **echasin@sayyestoeducation.org**

Secondary Data Custodian Name: **Daniel Barcan, Schoolhouse Partners,**

Title: **Principal**

Phone: **(857) 203-9940**

Email: **dan@schoolhousepartners.com**

Section I – to be completed by all requestors:

Describe purpose, scope and duration of study – *use of data received under this agreement is limited to purpose and scope defined.*

- The Analysis of the Pathway to Post-Secondary Success (Pathway Analysis) is intended to surface information about the performance of students, schools, and the district on specific indicators. These indicators provide a way to measure the cumulative likelihood of success after high school for individual students. Adding these performance data to demographic data enables an analysis of how levels of success on these indicators differs across gender, racial, geographic, and income-related lines. The project team will develop, through this work, a deep understanding of where JCPS' students stand in relation to a set of milestones that forecast ongoing success.
- The analysis of the fiscal data (fiscal analytics), will allow the District to improve efficiency and effectiveness of its efforts to support student success. The analysis will review District spending in relation to research-based strategies to determine how existing resources can be better allocated. It will also identify gaps and redundancies in resource allocation. This analysis will occur simultaneously with a similar fiscal analysis for Louisville Metro, allowing the development of community-wide plans for efficient and effective resource allocation across governmental entities, and eventually across a wider array of community organizations.
- This look at the data from the Jefferson County School District, and an analysis thereof, will allow the District's leaders to both invest in areas of strength and to plan to shore up areas of relative weakness. The Weiss Institute, who will conduct the study along with Schoolhouse Partners, has many years of experience in working with counties, cities, and school districts to apply this type of academic data to the Pathway framework to develop actionable insights about K-12 and post-secondary access and success.
- Funding for the study comes from the partnership between Louisville Promise and the Weiss Institute. The Weiss Institute is a partnership of Say Yes To Education and America's Promise Alliance. There will be no cost to the Jefferson County Public School system, except staff time for data extraction.
- The results of the study will be used to inform strategies to improve wrap-around services and post-secondary educational attainment. This study aligns directly with Strategy 1.1.7 Eliminate achievement, learning, and opportunity gaps as outlined in Vision 2020 Excellence With Equity.

Start Date of Study: November 30, 2017

End Date of Study: November 30, 2018

Data Being Requested – provide specific data elements needed to complete study.

- Full list of HS course descriptions
- Data table 1: Student enrollment for the school year 2016-17
 - Student ID (masked)
 - School attended SY 2016-17 (building ID) - State accountability -100 days / <100 days assigned to school they are currently registered or last school attended
 - Gender
 - Grade Level
 - Year they entered the district (first time) – can only go back to as far as Infinite Campus
 - Race
 - Diversity Category (1, 2, 3)
 - Zip code
 - Census block group
 - City Neighborhood
 - ESL status
 - LEP status
 - ECE status
- Data table 2: Course progression for class of 2017 through High School
 - ID (masked, but needs to match ID used in table 1)
 - School year
 - Course number
 - Course name
 - Possible credit
 - Earned credit
 - Course type (available from course number)
 - Lab (available from course description)
 - *Note that each course for each student will be one row, so each student will have multiple rows*
- Data table 3: Graduation and post-secondary for class of 2017
 - ID (again masked but matching)
 - Graduated (1 for yes, 0 for no)
 - Post secondary activity (if collected, information should look something like: 2 year public, 2 year private, 4 year public, 4 year private, certificate program, military, full time employment, etc.- source: National Student Clearing House data)
- Data table 4: AP and IB testing (Class of 2017)
 - ID (masked as above)
 - School year
 - Test type (Ap or IB)- Note: IB from 1 school
 - Test subject
 - Test score
 - *Note that each test will consume one row, so a student may have several rows*
- Data table 5: Kindergarten readiness for K students in 2016-17
 - ID (masked as above)
 - Brigance data by subdomain
- Data table 6: K prep data for students in 2016-17
 - ID (masked as above)
 - 3rd grade reading score (scale score and performance level)
 - 5th grade reading score (scale score and performance level)
 - 5th grade writing score (scale score and performance level)
 - 5th grade math score (scale score and performance level)
 - *Note: Only 3rd graders and 5th graders need to be included and of course there will be only be scores in the relevant columns for each, leaving blanks in the others*

- Data table 7: PSAT/SAT/PreACT/ACT – Class of 2017 (Explore/Plan)
 - ID (masked as above)
 - School year
 - PSAT Score
 - SAT score
 - Pre ACT score
 - ACT score – juniors / include all – composite scores
 - Note: include all scores and dates in separate rows (first test can be determined by date)
- Data table 8: matching school ID with school name
 - School ID
 - School Name
 - School Title I Status
- Data table 9: Data on student surveys showing post-secondary aspirations (college going culture construct from 2016-17 Comprehensive School Survey)
 - ID (masked as above)
 - I plan to go to college.
 - I feel my teachers believe I can succeed in college.
 - My teachers talk about college issues, like requirements and majors.
 - My counselor has talked with me about my future after high school with college as the goal.
 - My parents expect me to go to college.
 - I can make more money if I have a college degree.
- Data on student post-secondary plans, if available
 - ID (masked as above)
 - Student transition survey results
- Fiscal data
 - Audited financial statements, FY 2013 to FY 2017
 - Approved operating budget for FY 2018
 - Operating account expense transactions as exported from the ERP, FY 2013 to 2018
 - Individual transactions and the set of codes that define each one
 - Keys or legends for all funds, functions, accounts, locations, and grants associated with an account code (i.e. fiscal year, fund, function, account, department or location, employee ID, job code, job title)
 - Wage and benefit transactions summed by employee ID for each year FY 2013 to FY 2017
 - Personal bank account numbers and employee social security numbers will be excluded

Section II – Complete if Personally Identifiable Information (PII) is being requested:

- The analysis includes specific conclusions about the performance of students by race, gender, etc. across multiple dimensions of the Pathway. Individual student data allows the team to match a student's performance on several measures and draw inferences about correlations between them. One specific measure would be impossible to complete without individual data: the analysis of whether each student takes a college preparatory schedule each year. To do this part of the work, which examines an important potential bottleneck in college access, we need to be able to look at courses a specific student takes in grades 9, 10, 11 and 12. This is only possible if we can examine course schedules and credit earned by student.
- The project cannot be completed with aggregated data because we need to be able to compare the performance of each student across multiple measures. To do this we need to preserve the integrity of data associated with each student. In particular, the analysis of student schedules cannot be done with aggregate data. This work requires that we follow the path of each individual student through grades 9-12 to see when each one is on and off the Pathway to completing a college preparatory schedule. We will report data in the aggregate, of course, but we will develop our conclusions through an examination that can only be done by looking at individual students across multiple measures. Masked identification numbers are being utilized as another means for protecting student level information.

Special requirements for requests for Personally Identifiable Information (PII)

- *Student-Level/Individual detail from education records can only be used to meet the purpose or purposes of the study as stated in this MOU for duration as defined.*
- *Research Organization agrees to conduct the study in a manner that does not permit the personal identification of parents, students, individuals by anyone other than designated data custodians.*
- *Research Organization agrees to destroy all PII from education records and confidential data from other records.*

If Free/Reduced Lunch status is needed on PII, complete Section III.

Section III –

Complete if free or reduced -price lunch eligibility data is required for Project

Disclosure of Free and Reduced Price Information

- Free/Reduced Lunch status at the student level will not be provided for this study.

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: Say Yes To Education, Inc.

Research Organization's employee or contractor name: Eugene Chasin

Title: President, Say Yes to Education, Inc.

Address: 320 Park Avenue, 21st Floor, New York, New York, 10022

Phone: 917.558.0676

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
- 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.
- 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.

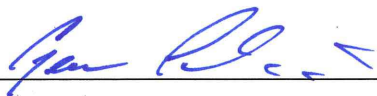
In addition, I understand that any data sets or output reports that I may generate using confidential data are to be protected. I will not distribute to any unauthorized person any data sets or reports that I have access to or may generate using confidential data. I understand that I am responsible for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

Research Organization employee or contractor signature:

Date:

Research Organization authorized agent signature:

Date:



11.24.17

Research Organization authorized agent name (typed): Eugene Chasin, President, Say Yes To Education, Inc

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: Schoolhouse Partners

Research Organization's employee or contractor name: Daniel Barcan

Title: Principal

Address: 120 South Royal Street, Alexandria VA 22314

Phone: 91857-203-9940

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.
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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.

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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.
- 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:

Research Organization authorized agent signature:

Date:

 Schoolhouse Partners

11/21/2017

Research Organization authorized agent name (typed): Daniel Barcan, Principal, Schoolhouse Partners

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.

- Schoolhouse Partners, working with the Weiss Institute, has conducted numerous analyses for school districts and other entities which hold sensitive data on individual persons. To protect these data, they are stored on a non-networked machine and only used locally. The machine's hard drive is encrypted using XTS-AES-128 encryption. In addition, both the machine and database (MySQL) are password protected. The computer has only one user, who is named in this document as the Secondary Data Custodian, and is kept in a locked office. Insofar as other Schoolhouse Partners team members will participate in the project, they will follow the same guidelines.
- We prefer to receive data using a secure FTP but can work with any process favored by the school district.

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.

- At the conclusion of the project the data will be securely and permanently deleted from the machine. Using a DOD 5220.22-M Standard deletion tool the files will be removed and the hard drive over-written to ensure no recovery is possible.
- It is not anticipated for any paper copies of the data sets (apart from aggregate reports) to be created, but in the event that they are, such copies will be destroyed by cross-cut shredding.
- The data will be deleted within forty-five (45) days after it is no longer needed to perform the studies described in this Agreement, as agreed to by both parties.

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: Chasin, Eugene
Phone: 917-558-0676
Email: echasin@sayyestoeducation.org
Employer: Say Yes To Education, Inc.

Secondary Data Custodian

Last Name, First Name: Barcan, Daniel
Phone: 857-203-9940
Email: dan@schoolhousepartners.com
Employer: Schoolhouse Partners

All Other Data Custodians

Last Name, First Name: Mannion, Mariela
Phone: 617-390-5040
Email: Mariela@schoolhousepartners.com
Employer: Schoolhouse Partners

Last Name, First Name: Strickland, William M.
Phone: 703-548-0855
Email: mark@schoolhousepartners.com
Employer: Schoolhouse Partners

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: Dena Dossett, Chief of Data Management, Jefferson County Public Schools, Louisville KY via email: dena.dossett@jefferson.kyschools.us.

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): November 30, 2018

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's Authorized Agent Signature / Date**

Agent's Name: _____ **Agent's Title:** _____