

Data Sharing/Use Agreement

Between

Jefferson County Board of Education

And

The University of Louisville Research Foundation, Inc., through the

Center for Instructional and Behavioral Research in Schools, University of Louisville College of Education and Human Development

This Data Sharing/Use Agreement ("Agreement") between the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools ("Data Provider"), and the University of Louisville Research Foundation, Inc., ["ULRF"] a Kentucky 501 (c) 3 non-profit corporation having an office as the agent of the University of Louisville ["UofL"] for receiving grants and research agreements from external funding sources and which owns and controls intellectual property on behalf of UofL, with its principal offices located at 300 East Market Street, Suite 300, Louisville, KY 40202, through the Center for Instructional and Behavioral Research in Schools within the University of Louisville College of Education and Human Development, a university-based research center (collectively, the "Research Organization") describes the research project proposed by Research Organization, and the means to be used by Research Organization to ensure the confidentiality and security of information and data exchanged between Data Provider and Research Organization.

A. PERIOD OF THE AGREEMENT

This Agreement shall be effective as of **February 13, 2019** and will terminate **May 1, 2019**, unless terminated earlier by either party pursuant to Section H.

B. SCOPE OF THE AGREEMENT AND INTENDED USE OF THE DATA

1. SCOPE OF WORK/PROJECT DESCRIPTION – *including NAME OF PROJECT ("Project") and funding source for Project.*

Project Name: *JCPS Disproportionality and School Assessment Project*

This study is part of an existing contract that began 10-17-18 and runs through 2-1-19: "JCPS Disproportionality and School Assessment Project." The purpose is to conduct an evaluation of 59 schools that have identified significant disproportionality in terms of suspensions of minority students and those with disabilities. As part of this analysis Dr. Scott is requesting data related to suspension in the 2017-2018 school year for 59 identified schools. Suspension data will include studentID (proxy ID), ethnicity, and

other relevant information including the what, when, and where of the incident. This data will be used to identify potentially significant predictors of disciplinary disproportionality including incident types, locations, and time.

Collection of a range of school factors (poverty, ECE %, enrollment demographics) and data (TELL survey, % distinguished/proficient reading/math) will be used to conduct an analysis with the intention of identifying predictors and patterns associated with disproportionality. Working at the direction of Dr. Katy Deferrari, Dr. Scott will complete the assessment work prior to February 1, 2019 and will then prepare a report of the findings and make recommendations regarding future intervention and planning to decrease disproportional disciplinary outcomes. Suspension data will not be part of this analysis.

There is no funding source other than the JCPS contract with Dr. Scott and the University of Louisville's Center for Instructional and Behavioral Research in Schools (CIBRS). Dr. Scott will sub-contract with an expert at another university to assist with the preparation of survey instruments to be implemented as part of this study

2. Data Provider and Research Organization agree that Research Organization is an organization to which Data Provider can disclose, upon written request, personally identifiable information from an education record of a student, as defined in 34 CFR 99.3, under the "studies exception" of the Family Educational Rights and Privacy Act, 20 U.S.C. 1232(g) and 34 C.F.R. 99.31 (a)(6) ("FERPA"), because the disclosure is to conduct studies for, or on behalf of, Data Provider to: develop, validate, or administer predictive tests; administer student aid programs; or improve instruction.
3. Data Provider shall disclose to Research Organization, upon written request, confidential, personally identifiable information from an education record of a student, as defined in 34 C.F.R. 99.3, under the "studies exception" of FERPA, 34 C.F.R. 99.31 (a)(6), when the disclosure is to conduct studies for, or on behalf of, Data Provider to: develop, validate, or administer predictive tests; administer student aid programs; or improve instruction. The confidential data including student and non-student information to be disclosed is described in a document attached to this agreement as **Exhibit A**. Research Organization shall use personally identifiable information from education records and other records in order to perform the studies described in Paragraph B.1 above. The description of the studies, as included in Exhibit A, shall include the purpose and scope of the studies, the duration of the studies, a specific description of the methodology of disclosure and an explanation as to the need for confidential data to perform these studies. Research Organization shall notify Data Provider and Data Provider shall provide written consent, if approved, of any changes to the list of disclosed data necessary for the studies or any changes to the scope, purpose or duration of the studies themselves. Any agreed upon changes to the data disclosed or to the studies shall be reduced to writing and included in Attachment A.

4. Research Organization and Data Provider shall work cooperatively to determine the proper medium and method for the transfer of confidential data between each other. Research Organization shall confirm the transfer of confidential data and notify Data Provider as soon as practicable of any discrepancies between the actual data transferred and the data described in this Agreement. The same protocol shall apply to any transfer of confidential data from Research Organization to Data Provider.

C. CONSTRAINTS ON USE OF DATA

1. Research Organization agrees that the research shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of Research Organization that have legitimate interests in the information.
2. Research Organization will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.
3. Research Organization will not contact the individuals included in the data sets without obtaining advance written authorization from Data Provider.
4. Research Organization shall not re-disclose any individual – level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by Data Provider.
5. Research Organization shall use the data only for the purpose described in Paragraph B.1 above. The data shall not be used for personal gain or profit.

D. DATA CONFIDENTIALITY AND DATA SECURITY

Research Organization agrees to the following confidentiality and data security statements:

1. Research Organization acknowledges that the data is confidential data and proprietary to Data Provider, and agrees to protect the data from unauthorized disclosures and to comply with all applicable Data Provider, Local, State and Federal confidentiality laws and regulations including but not limited to FERPA; the Privacy Act of 1974, 5 U.S.C. 552a; the Kentucky Family Educational Rights and Privacy Act, KRS 160.700 et seq.; the Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.; the Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.; the Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931 et seq.; the Kentucky Open Records Act, KRS 61.820 et seq.;
2. If the performance of this Agreement involves the transfer by Data Provider to Research Organization of any data regarding any Data Provider student that is subject to FERPA, Research Organization agrees to:

- a. In all respects comply with the provisions of FERPA.
 - b. Use any such data for no purpose other than to fulfill the purposes of the Project, and not share any such data with any person or entity other than Research Organization and its employees, contractors and agents, without the approval of Data Provider.
 - c. Require all employees, contractors and agents of Research Organization to comply with all applicable provisions of FERPA with respect to any such data.
 - d. Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of the Project.
 - e. Conduct the Project in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agent of Research Organization having a legitimate interest in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any published results of studies.
 - f. Destroy or return to Data Provider any such data obtained under this Agreement within thirty days (30) after the date within it is no longer needed by Research Organization for the purposes of the Project.
3. Research Organization shall not release or otherwise reveal, directly or indirectly, the data to any individual, agency, entity, or third party not included in this Agreement, unless such disclosure is required by law or court order. If Research Organization becomes legally compelled to disclose any confidential and otherwise personally identifiable data (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise), then Research Organization shall use all reasonable efforts to provide Data Provider with prior notice before disclosure so that Data Provider may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure Data Provider's compliance with the confidentiality requirements of federal or state law; provided, however, that Research Organization will use all reasonable efforts to maintain the confidentiality of confidential and otherwise personally identifiable data. If a protective order or other remedy is not obtained prior to the deadline by which any legally compelled disclosure is required, Research Organization will only disclose that portion of confidential and otherwise personally identifiable data that Research Organization is legally required to disclose.
4. Research Organization shall not distribute, reprint, alter, sell, assign, edit, modify or create derivative works or any ancillary materials from or with the data, other than publications permitted under Section I of this Agreement.

5. Research Organization shall not use data shared under this Agreement for any purpose other than the goals outlined in this Agreement. Nothing in this Agreement shall be construed to authorize Research Organization to have access to additional data from Data Provider that is not included in the scope of this Agreement (or addenda). Research Organization understands that this Agreement does not convey ownership of the data to Research Organization.
6. Research Organization shall take reasonable security precautions and protections to ensure that persons not authorized to view the data do not gain access to the data. Reasonable security precautions and protections include, but are not limited to:
 - a. Creating, distributing, and implementing data governance policies and procedures which protect data through appropriate administrative, technical and physical security safeguards, and outline staff responsibilities for maintaining data security;
 - b. Encrypting all data carried on mobile computers/devices;
 - c. Encrypting data before it is transmitted electronically;
 - d. Requiring that users be uniquely identified and authenticated before accessing data;
 - e. Establishing and enforcing well-defined data privilege rights which restrict users' access to the data necessary for this to perform their job functions;
 - f. Ensuring that all staff accessing data sign an affidavit of nondisclosure, attached as **Exhibit B**, and maintain copies of signed affidavits;
 - g. Securing access to any physical areas/electronic devices where sensitive data are stored;
 - h. Installing a firewall to permit or deny network transmissions based upon a set of rules; and
 - i. Installing anti-virus software to protect the network.
7. If Research Organization receives Personal Information as defined by and in accordance with the Kentucky Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), Research Organization shall secure, protect and maintain the confidentiality of the Personal Information by, without limitation, complying with all requirements applicable to "non-affiliated third parties" set forth in the Act, including but not limited to the following:

- a. "Personal Information" is defined in accordance with KRS 61.931(6) as "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:
 - i. An account, 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;
 - ii. A Social Security number;
 - iii. A taxpayer identification number that incorporates a Social Security number;
 - iv. A driver's license number, state identification card number or other individual identification number issued by an agency;
 - v. A passport number or other identification number issued by the United States government; or
 - vi. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by FERPA.
 - b. As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement."
 - c. Research Organization shall not re-disclose, without the written consent of Data Provider, any "personal information," as defined in KRS 61.931, or any other personally identifiable information of a student or other persons, such as employees.
 - d. Research Organization agrees to cooperate with Data Provider in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
 - e. Research Organization agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.
8. If Research Organization is a cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person or entity other than an educational institution that operates a cloud computing service"), Research Organization agrees that:

9. Research Organization shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the provider receives express permission from the student's parent. Research Organization shall work with the student's school and district to determine the best method of collecting parental permission. KRS 365.734 defines "process" and "student data."
10. With a written agreement for educational research, Research Organization may assist an educational institution to conduct educational research as permitted by FERPA.
11. Pursuant to KRS 365.734, Research Organization shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
12. Pursuant to KRS 365.734, Research Organization shall not sell, disclose, or otherwise process student data for any commercial purpose.
13. Pursuant to KRS 365.734, Research Organization shall certify in writing to the agency that it will comply with KRS 365.734(2).
14. Research Organization shall report all known or suspected breaches of the data, in any format, to Dr. Dena Dossett, Chief, Accountability, Research, and Systems Improvement Division. The report shall include (1) the name, job title, and contact information of the person reporting the incident; (2) the name, job title, and contact information of the person who discover the incident; (3) the date and time the incident was discovered; (4) the nature of the incident (e.g. system level electronic breach, an electronic breach of one computer or device, or a breach of hard copies of records; (5) a description of the information lost or compromised; (6) the name of the electronic system and possible interconnectivity with other systems; (7) the storage medium from which information was lost or compromised; (8) the controls in place to prevent unauthorized use of the lost or compromised information; (9) the number of individuals potentially affected; and (10) whether law enforcement was contacted.
15. Research Organization shall securely and permanently destroy the data, and any and all hard and soft (electronic) copies thereof, upon the termination of this Agreement. Research Organization agrees to require all employees, contactors, or agents of any kind using Data Provider data to comply with this provision. Research Organization agrees to document the methods used to destroy the data, and upon request, provide certification to Data Provider that the data has been destroyed.
16. For purposes of this agreement and ensuring Research Organization's compliance with the terms of this Agreement and all application of the state and Federal laws, Research Organization designates Terrance M. Scott, Ph.D. as the temporary custodian ("Temporary Custodian") of the data that Data Provider

shares with Research Organization. Data Provider will release all data and information under this Agreement to Temporary Custodian. Temporary Custodian shall be responsible for transmitting all data requests and maintain a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the return or destruction of the data as described below. Data Provider or its agents may, upon request, review the records Research Organization is required to keep under this Agreement.

17. Research Organization has the right, consistent with scientific standards, to present, publish, or use student results it has gained in the course of its analysis, but only if the publication, presentation, or use does not include personally identifiable information of parents, students, or teachers, and not outside the bounds of a research study.
18. Should research Organization use or collect data for the purpose of conducting a research study, Research Organization will separately submit an external research request through Data Provider's online system:
<https://assessment.jefferson.kyschools.us/DRMS/>.
19. Should Research Organization present, publish, or use student results it has gained in the course of its analysis, Research Organization shall adhere to the following terms:
 - a. Research Organization shall not publish, present, or use reports that include a cell size of less than 10. Reports must mask these cells so that the results are not revealed.
 - b. Publications and reports of data and information shared, including preliminary descriptions and draft reports, shall involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any student, parent, or teacher.
 - c. No less than fifteen (15) business days prior to public disclosure of its data analysis, Research Organization will provide Data Provider a manuscript or other draft of the proposed public disclosure. Within fifteen (15) business days following receipt thereof, Data Provider will notify Research Organization in writing if the proposed disclosure contains any confidential information and specify the portions of the proposed disclosure requiring redaction.
 - d. Research Organization shall provide Data Provider, free of charge and within thirty (30) days, a copy of any report that is generated using the data.
 - e. Reports or articles based on data obtained from Data Provider under this agreement must include the following acknowledgment:
"This report/article was made possible, in part, by the support of the

Jefferson County, Kentucky, Public Schools. Opinions contained in this report/article reflect those of the author and do not necessarily reflect those of the Jefferson County, Kentucky, Public Schools." Data Provider must be cited as the source of the data in all tables, reports, presentations, and papers.

20. Research Organization acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for Data Provider to immediately terminate this Agreement.

E. FINANCIAL COSTS OF DATA-SHARING

Each party shall be responsible for their portion of costs that may result from data sharing. Examples of potential costs to Data Provider are costs associated with the compiling of student data requested under this agreement and costs associated with the electronic delivery of the student data to Research Organization.

No payments will be made under this agreement by either party.

F. OBLIGATIONS OF DATA PROVIDER

During the term of this Agreement, Data Provider shall:

1. Prepare and deliver student demographic and academic data as defined in **Exhibit A – Data File Description**. All items will be keyed to a "proxy" student identifier that is different from the official student ID. The link between the official and proxy IDs will not be disclosed by Data Provider. No personally identifiable information will be provided to Research Organization.
2. After the initial data is provided for the requested student population, Data Provider will not provide supplementary data for additional students.
3. Provide Data Stewardship training for data custodian.

G. LIABILITY

To the extent allowed under KRS sections 49.010 et. seq., Research Organization agrees to be responsible for and assumes all liability for any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to Research Organization's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Research Organization agrees to hold harmless Data Provider and pay any costs incurred by Data Provider in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

H. TERMINATION

1. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL, or FedEx):
 - a. By either party immediately in the event of a material breach of this Agreement by another party.
 - b. By either party after thirty (30) days advance written notice to the other party, for any reason or no reason.
2. The confidentiality provisions of this Agreement shall survive the termination of this Agreement for a period of five (5) years. If this Agreement is terminated by either party for material breach or for any other reason with thirty (30) days written notice, the confidential information shall be returned or destroyed within seven (7) days of the termination. If this Agreement terminates at the end of the term described in Section A, Research Organization shall return or destroy all confidential information when it is no longer needed for the study. Such return or destruction shall occur within seven (7) days after it is no longer needed for the study.
3. Destruction of the confidential information shall be accomplished by utilizing an approved methods of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

I. PUBLICATIONS AND COPYRIGHTS

Both parties recognize that each organization may have extant work that predates this agreement. If those materials and/or data are used in the course of this work, they remain the property of the original developer or researcher. If new materials are developed during the project, ownership and copyright of such will remain with the developing entity.

J. MODIFICATION

No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon. Any modifications or additions to this Agreement must be negotiated and approved by both parties.

K. QUALITY OF SERVICES

Data Provider reserves the right to review Research Organization's performance under this Agreement for effectiveness in serving the specific purposes as outlined in Paragraph B.1. Failure of Research Organization to perform in a manner that meets or exceeds the quality standards for Data Provider shall serve as grounds for termination of this Agreement.

L. BREACH OF DATA CONFIDENTIALITY

Research Organization acknowledges that the breach of this agreement or its part may result in irreparable and continuing damage to Data Provider for which money damages may not provide adequate relief. In the event of a breach or threatened breach of this agreement by Research Organization, Data Provider, in addition to any other rights and remedies available to Data Provider at law or in equity, may be entitled to preliminary and permanent injunctions to enjoin and restrain the breach or threatened breach. If the United States Department of Education's Family Policy Compliance Office determines that Research Organization has violated paragraph 34 C.F.R. 99.31(a)(6)(iii)(B), Data Provider may not allow Research Organization access to personally identifiable information from education records for at least five (5) years.

M. CHOICE OF LAW AND FORUM

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky. Any action or claim arising from, under or pursuant to this Agreement shall be brought in the Franklin County, Kentucky, Circuit Court, and the parties expressly waive the right to bring any legal action or claims in any other courts.

N. WAIVER

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Agreement.

O. SEVERABILITY

If any part of this Agreement is held to be void, against public policy or illegal, the balance of this Agreement shall continue to be valid and binding.

P. NOTICES

Any notices or reports by one party to the other party under this Agreement shall be made in writing, to the address shown in the signature portions of this Agreement, or to such other address as may be designated in writing by one party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.

Q. RELATIONSHIP OF PARTIES

Data Provider is not an employee, agent, partner or co-venturer of or with Research Organization. Neither Research Organization nor Data Provider shall represent or imply to any party that it has the power or authority to enter into a contract or commitment in the name of or on behalf of the other, or to otherwise bind the other.

R. ENTIRE AGREEMENT; ASSIGNMENT

This Agreement, together with any attachments hereto and any amendment or modifications that may hereafter be agreed to constitute the entire understanding between the parties with respect to the subject-matter hereof and supersede any and all prior understandings and agreements, oral and written, relating hereto. Research Organization shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of Data Provider, and any attempted assignment without such prior written consent will be in violation of this Section R and shall automatically terminate this Agreement.

ACKNOWLEDGED:

Center for Instructional and Behavioral Research in Schools, University of Louisville College of Education
and Human Development
1905 South 1st Street
Louisville, KY 40292

BY: 

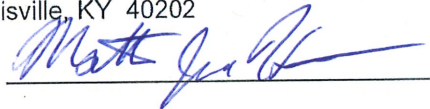
Name: Terrance M. Scott, Ph.D.

Title: Professor and Distinguished University Scholar, Director, Center for Instructional and Behavioral
Research in Schools

Date: 11/27/2018

AGREED:

University of Louisville Research Foundation, Inc.
300 East Market Street, Suite 300
Louisville, KY 40202

BY: 

Name: Matthew J. Hawthorne

Title: Director, OIE

Date: 2019/01/02

AGREED:

Jefferson County Board of Education
3332 Newburg Road
Louisville KY 40218

BY: _____

Name: Dr. Martin A. Pollio

Title: Superintendent

Date: _____

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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).

Exhibit A

Contact Information:

Research Organization Legal Name:

University of Louisville Research Foundation, Inc. through its:
Center for Instructional and Behavioral Research in Schools, University of Louisville College
Of Education and Human Development

Primary Data Custodian Name: Terrance M. Scott, Ph.D.

Title: Professor and Distinguished University Scholar, Director, Center for Instructional and Behavioral
Research in Schools

Phone: 502-852-0576

Email: t.scott@louisville.edu

Secondary Data Custodian Name:

Title:

Phone:

Email:

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.*

- Describe purpose and scope of the study.

This study is part of an existing contract that began 10-17-18 and runs through 2-1-19: "JCPS Disproportionality and School Assessment Project." The purpose is to conduct an evaluation of all schools that have identified

significant disproportionality in terms of suspensions of minority students and those with disabilities. Collection of a range of school factors (poverty, ECE %, enrollment demographics) and data (TELL survey, % distinguished/proficient reading/math) will be used to conduct an analysis with the intention of identifying predictors and patterns associated with disproportionality. Dr. Scott will prepare a report of the findings and will make recommendations regarding future intervention and planning to decrease disproportional disciplinary outcomes.

- Describe any grant, third party or other funding source for study.

There is no funding source other than the JCPS contract with Dr. Scott and the University of Louisville's Center for Instructional and Behavioral Research in Schools (CIBRS). Dr. Scott will sub-contract with an expert at another university to assist with the preparation of survey instruments to be implemented as part of this study.

- Describe how results of study will be used and include Vision 2020 strategy supported by the study.

This project was initiated in response to a corrective action plan implemented by KDE, specifically related to disproportional disciplinary exclusions. The topic of this work related directly to both culture/climate and to deeper learning as students who are suspended are at far greater risk of drop-out and other school failures.

Start Date of Study: 10-17-18

End Date of Study: 2-1-19

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

Suspension data from all schools 2017-2018

1. School Name
2. Student ID (proxy ID)
3. Gender
4. Grade
5. Race/Ethnicity
6. Disability status
7. Behavior incident descriptor or description
8. Location of behavior incident
9. A disability x race(minority) risk ratio figure for each school during the 2017-2018 school year

The purpose of looking at suspension data (items 1-8) is to evaluate how different types of behavior incidents might be differentially predictive of suspension for minority students or those with disabilities. Individual student names are not necessary but race/ethnicity, gender, and grade level are essential.

Item 9 has previously been provided for 18 identified schools and is needed for all schools in order to complete a comparative analysis.

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

- Justify your request for student/individual level data.

Student names are not necessary as part of this review. However, we do wish to be able to identify students with repetitive suspensions so some type of identifier would be necessary.

- Explain why study could not be completed using aggregate-level data without PII.

Because the analysis is of how suspensions might be differentiated by race/ethnicity, disability, and a range of incident definitions and locations, aggregate data would not provide sufficient detail.

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

A. Purpose and Scope

Jefferson County Public Schools, DATA PROVIDER, and _____ acknowledge and agree that children's free and reduced price meal and free milk eligibility information obtained under provisions of Richard B. Russell National School Lunch Act (42 USC 1751 et. seq.) (NSLA) or Child Nutrition Act of 1966 (42 USC 1771 et. seq.) (CNA) and the regulations implementing these Acts is confidential information. This Agreement is intended to ensure that any information disclosed by the DATA PROVIDER to _____ about children eligible for free and reduced price meals or free milk will be used only for purposes specified in this Agreement and that the DATA PROVIDER and _____ recognize that there are penalties for unauthorized disclosures of this eligibility information.

B. Authority

Section 9(b) (6) (A) of the NSLA (42 USC 1758(b) (6) (A)) authorizes the limited disclosure of children's free and reduced price meal or free milk eligibility information to specific programs or individuals, without prior parent/guardian consent. Except that, the parent/guardian must be provided the opportunity to decline to share eligibility information prior to the disclosure for identifying children eligible for benefits under or enrolling children in the State Medicaid Program and the State children's health insurance program. Additionally, the statute specifies that for any disclosures not authorized by the statute, the consent of children's parents/guardians must be obtained prior to the disclosure.

The requesting agency certifies that it is currently authorized to administer the following program(s) and that information requested will only be used by the program(s) indicated.

Check all that Apply	Program	Information Authorized
	<i>Medicaid</i> or the <i>State children's health insurance program (SCHIP)</i> , administered by a State or local agency authorized under titles XIX or XXI of the Social Security Act. Specify Program:	All eligibility information unless parents elect not to have information disclosed.
	<i>State health program</i> other than Medicaid/SCHIP, administered by a State agency or local education agency. Specify Program:	Eligibility status only; consent not required
	<i>Federal health program</i> other than Medicaid/SCHIP Specify Program:	No eligibility information unless parental consent is obtained.
	<i>Local health program</i> Specify Program:	No eligibility information unless parental consent is obtained.
	<i>Child Nutrition Program</i> under the National School Lunch Act or Child Nutrition Act Specify Program:	All eligibility information; consent not required.
	<i>Federal education program</i> Specify Program:	Eligibility status only; consent not required.
	<i>State education program</i> administered by a State agency or local education agency Specify Program: _____	Eligibility status only; consent not required.

Note: Section 9(b)(6)(A) specifies that certain programs may receive children's eligibility status only, without parental consent. Parental consent must be obtained to disclose any additional eligibility information. Section 9(b)(6)(D)(ii) specifies that for State Medicaid or SCHIP, parents must be notified and given opportunity to elect not to have information disclosed. Social security numbers may only be disclosed if households are given notice

of the disclosure and the uses to be made of their social security numbers as required by Sec. 7 of the Privacy Act.

C. Responsibilities

DATA PROVIDER will:

When required, secure parents/guardians consent prior to any disclosure not authorized by the National School Lunch Act or any regulations under that Act, unless prior consent is secured by the receiving agency and made available to the determining agency;

For State Medicaid and SCHIP, notify parents/guardians of potential disclosures and provide opportunity for parents/guardians to elect not to have information disclosed;

Disclose eligibility information only to persons directly connected to the administration or enforcement of programs authorized access under the National School Lunch Act or regulations under the Act or to programs or services for which parents/guardians gave consent.

RESEARCH ORGANIZATION will:

Ensure that only persons designated as data custodians and listed on Exhibit E who are directly connected with the administration or enforcement of the _____ (program) and whose job responsibilities require use of the eligibility information will have access to children's eligibility information.

Use children's free and reduced price eligibility information for the following specific purpose(s): Describe:

Inform all persons that have access to children's free and reduced price meal eligibility information that the information is confidential, that children's eligibility information must only be used for purposes specified above, and the penalties for unauthorized disclosures.

Protect the confidentiality of children's free and reduced price meal or free milk eligibility information as follows:

Specifically describe how the information will be protected from unauthorized uses and further disclosures:

Effective Date

This agreement shall be effective during the dates of duration for the study.

D. Penalties

Any person who publishes, divulges, discloses, or makes known in any manner, or to any extent not authorized by Federal law (Section 9(b)(6)(C) of the National School Lunch Act; 42 USC 1758(b)(6)(C)) or regulation, any information about a child's eligibility for free and reduced price meals or free milk shall be fined not more than a \$1,000 or imprisonment of not more than 1 year or both.

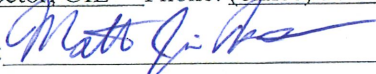
E. Signatures

The parties acknowledge that children's free and reduced price meal and free milk eligibility information may be used only for the specific purposes stated above; that unauthorized use of free and reduced price meal and free milk information or further disclosure to other persons or programs is prohibited and a violation of Federal law which may result in civil and criminal penalties.

Research Organization

Typed or Printed Name: Matthew J. Hawthorne

Title: Director, OIE Phone: (office) 502-852-3156

Signature: 

Date: 2019/01/02

Data Provider

Name: Martin Pollio

Title: Superintendent, Jefferson County Public Schools Phone: _____

Signature: _____

Date: _____

**Any attachments will become part of this agreement.*

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: University of Louisville, College of Education and Human Development, Center for Instructional and Behavioral Research in Schools

Research Organization's employee or contractor name:

Title: Dr. Terrance M. Scott

Address: 106 Porter Education, University of Louisville, Louisville, KY 40292

Phone: 502-852-0576

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:

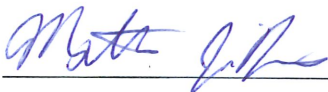
Date:



1-7-18

Research Organization authorized agent signature:

Date:



2019/01/02

Research Organization authorized agent name (typed): Matthew J. Hawthorne

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: University of Louisville, College of Education and Human Development, Center for Instructional and Behavioral Research in Schools

Research Organization's employee or contractor name:

Title: Shannon Frey

Address: 106 Porter Education, University of Louisville, Louisville, KY 40292

Phone: 502-852-0576

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:
 - 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:

Maunone Fry

1/3/19

Research Organization authorized agent signature:

Date:

Matthew J. Hawthorne

2019/01/02

Research Organization authorized agent name (typed): Matthew J. Hawthorne

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.

Data for this project will be housed on Dr. Scott's office computer in his locked and secured office. The computer is protected by a network password to open and all data will exist within a password protected encrypted folder.

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.

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: Frey First Name: Shannon
Phone: 502-852-1307
Email: Shannon.frey@louisville.edu
Employer: University of Louisville

Secondary Data Custodian

Last Name: Scott First Name: Terrance
Phone: 502-852-0576
Email: t.scott@louisville.edu
Employer: University of Louisville

All Other Data Custodians

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

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

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

Last Name, First Name: _____
Phone: _____

Email: _____
Employer: _____

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: Dena Dossett, Chief of Accountability, Research, and Systems Improvement

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's Authorized Agent Signature / Date

Agent's Name:

Agent's Title:

