

JEFFERSON COUNTY PUBLIC SCHOOLS

CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and the University of Louisville Research Foundation, Inc. a Kentucky nonprofit corporation (hereinafter "Contractor"), with its principal place of business at 300 East Market Street Suite 300, Louisville, KY 40202.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

Contractor shall provide the services of Dr. Terry Scott to oversee school assessments in schools selected by the Assistant Superintendent of School Culture and Climate. Assessments shall consist of schoolwide climate assessments, observational coding of adult-student interactions in common areas and observational coding of teacher and student behaviors in the classroom; and use the Instructional Coding Operational Definitions, which is attached and incorporated herein by reference. The 2019-20 JCPS School Coding Proposal and the Data Sharing/Use Agreement between JCBE and U of L Research Foundation are also attached and incorporated herein by reference.

ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	<u>\$298,033</u>
Progress Payments (if not applicable, insert N/A):	<u>Within 30 days of receipt of approved invoice for services provided.</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>CCEIS Grant</u>

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on July 17, 2019 and shall complete the Services no later than June 1, 2020, unless this Contract is modified as provided in Article VIII.

ARTICLE V Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

The University of Louisville Research Foundation, Inc. (ULRF), as an agency of the Commonwealth of Kentucky, although vested with sovereign Immunity, is subject to the Board of

Claims Act, KRS 49.010 through 49.180. Claims against ULRF and its agent CIBRS acting for ULRF relating to personal injury or property damage may be filed and decided under the provisions of that Act. Contractor agrees to To the extent permitted by said Act, ULRF will hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor ~~himself~~ itself, in connection with the performance of this Contract. To the extent permitted by said Act, Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX
Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X
Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI
Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII
Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

ARTICLE XIII
Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the

appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, 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.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor to perform services on the premises of any JCPS schools during JCPS school hours, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of July 17, 2019.

Contractor's Social Security Number or Federal Tax ID Number: 61-1029626

JEFFERSON COUNTY BOARD OF
EDUCATION

UNIVERSITY OF LOUISVILLE
RESEARCH FOUNDATION, INC.
CONTRACTOR

By: _____

By: Barbara Sells 6/21/19

Title: Martin A. Pollio, Ed.D.
Superintendent

Title: Barbara Sells
Associate Director, OSPA

Cabinet Member: Carmen Coleman

CC

(Initials)

Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: _____

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: _____

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: Education Specialist

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): _____

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): _____

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): _____

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: _____

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: _____

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: _____

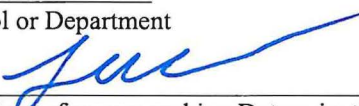
I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Katy DeFerrari

Print name of person making Determination

Culture and Climate

School or Department


Signature of person making Determination

6/24/19
Date

U of L Research Foundation, Inc.

Name of Contractor (**Contractor Signature Not Required**)

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011

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 July 17, 2019 and will terminate June 30, 2020 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 – The use of data received under this agreement is limited to the purpose and scope described in Exhibit A. Only data elements included in Exhibit A will be provided to Research Organization under this Agreement.
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 Exhibit A. 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 Exhibit 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 Exhibit A. 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.; and the California Education Code.
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 who have access to such data 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.
 - g. If free or reduced price lunch eligibility data (i.e., free or reduced price lunch eligibility data which is the student poverty indicator for most education programs) is to be released to the Researcher, then the Data Provider shall disclose this data to the Research Organization, upon written request utilizing the U.S. Department of Agriculture prototype request and confidentiality agreement, and upon the Data Provider agreeing that the Research organization has demonstrated that disclosure is allowed by 7 C.F.R. 245.6. A description of any data protected by 7 C.F.R 245.6 which is to be disclosed under this agreement

shall be included in Exhibit A. Any agreed upon changes to the data disclosed or to the studies shall be reduced to writing and included in Exhibit A to this agreement.

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 as described in **Exhibit C**. 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 a confidentiality agreement or nondisclosure statement, attached as **Exhibit B**, and maintain copies of signed confidentiality agreements or nondisclosure statements;
 - 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, Data Management, Planning and Program Evaluation 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 as described in Exhibit D. 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. The parties acknowledge that data communicated and/or stored in electronic form may be routinely backed up such that return or destruction is not practical and/or feasible, in which case Research Organization will use reasonable efforts to keep such back-up copies secure until the back-up media is recycled or destroyed. Research Organization may retain one (1) archival copy of Data Provider's data received hereunder for the purpose of Research Organization's monitoring its obligations under this agreement. All copies of Data Provider's data which are retained by Research Organization as permitted under this Section shall continue to be protected by Research Organization in accordance with this agreement.
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 Terry Scott (or an alternative designee(s) specified in **Exhibit 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 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., and 45A.225, 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"), and 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 ten (10) 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, subject to the terms of Section D.15. 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, subject to the terms of Section D.15.
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. Detailed data destruction plan is provided in **Exhibit D**. Research Organization's Certificate of Data Destruction is provided in **Exhibit E**.

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 by the 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 in violation of this Section R shall automatically terminate this Agreement.

AGREED:

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

BY: Barbara Sells

Name: Barbara Sells

Title: Associate Director, OSPA

Date: 6/21/19

AGREED:

Jefferson County Board of Education
3332 Newburg Road
Louisville KY 40218

BY: _____

Name: _____

Title: _____

Date: _____

61617751.2

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.

Primary Data Custodian Name: Terry Scott

Title: Professor, Director of Center for Instructional and Behavioral Research in Schools

Phone: 502-852-0576 Email: t.scott@louisville.edu

Secondary Data Custodian Name: Shannon Frey

Title: Project Coordinator

Phone: 502-852-1307 Email: Shannon.frey@louisville.edu

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 contract to begin 7-17-19 and run through 6/30/20: "JCPS Classroom, Climate, and Early Childhood Evaluation." The purpose is to (1) continue classroom coding and PBIS assessments among a new cohort of schools, (2) conduct comprehensive climate evaluations in 5 secondary school, and (3) Develop and implement an assessment protocol to use in all 138 early childhood classrooms. These assessments and evaluations will involve direct observations, PBIS walkthrough checklists, and surveys of school staff -- as have been conducted with previous cohorts by Dr. Scott in JCPS. In addition, this project will involve qualitative interviews (TBD) with a subset of teachers as a means of identifying factors associated with effective teacher implementation. Dr. Scott will prepare a report of the findings and will make recommendations regarding future intervention and planning for all schools and early childhood classrooms involved.

- 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 contract with one expert at another university to assist with the development, implementation, and analysis of survey data.

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

This project was initiated in response to data from previous evaluations indicating that instructional behaviors in the classroom and teacher/student interactions around the school (PBIS) are highly predictive of suspensions and academic achievement. The purpose of the current project is to (1) further assess the nature of these relationships and (2) develop specific intervention strategies to enhance climate and instruction.

Start Date of Study: 7/17/19

End Date of Study: 6/30/20

pk

Data Being Requested – We are not asking for the delivery of any specific data. All data will be collected from direct observation and survey/interview protocol.

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

- Justify your request for student/individual level data.

N/A

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

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:

D. Effective Date

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

E. 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.

F. 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: Barbara Sells

Title: Associate Director, OSPA (University of Louisville) Phone: 502-852-3788

Signature: Barbara Sells

Date: 6/21/19

Data Provider

Name: _____

Title: _____ 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 Research Foundation, Inc., through the 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

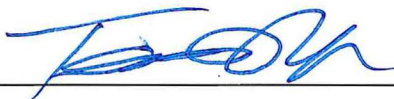
the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) and the regulations implementing these Acts, is confidential information.

- 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:



6-29-19

Research Organization authorized agent signature:

Date:



6/21/19

Research Organization authorized agent name (typed): Barbara Sells

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.

All data is directed to Dr. Scott and Ms. Frey as the lone project recipients. The data (which includes zero teacher or student identifying information) will be housed in a locked office in an encrypted folder on a university computer that is password protected. Dr. Scott and Ms. Frey will create reports that will be summarized at the school level and no teacher or student names will be included at any point in this project. Dr. Scott and Ms. Frey will then analyze the data and provide summaries of factors by school that will go into the database for further consultant analysis and all outcomes will reported back to JCPS.

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

Secondary Data Custodian

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

Once data is received it will be formatted into an excel spreadsheet. At no point is there any student or teacher identifier involved in any data. Data from this point forward will be analyzed to look for global patterns/associations and will be referenced in the final report.

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
*there is no personally identifying data being collected		

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:

Instructional Coding Operational Definitions

TEACHER BEHAVIORS

Teaching

Teacher is engaged in instruction by explaining a concept, demonstrating a principle, or modeling a skill or activity to group that includes target student. The teaching must be academic and furthering the lesson/objective of class. Eyes on students. Instructing/Modeling/Monitoring.

Opportunity to Respond (Group/Individual)

Opportunity to Respond Group:

Teacher (or tutor) provides an opportunity to respond that is curriculum relevant that is directed at whole class or small group that includes the target student. OTR must be instruction related and not a social question, a question within the context of negative feedback or a direction to perform a task. This question is not rhetorical or instructional. Students must have to think about answering the question. OTR must be relevant to curriculum. **Teacher is asking a question related to lesson. Provides a task with curricular insight.**

Opportunity to Respond Individual:

Teacher provides an opportunity to respond that is directed to target student. OTR must be instruction related and not a social question or a question within the context of negative feedback. This OTR must be curriculum drive. **Teacher asks a question to the target student related to the lesson.**

Direction

Teacher provides a direction command that is directed at whole class or small group that includes the target student. Direction is not related to the contents of the class curriculum but to specific behavioral commands. Direction is an immediate command, no "if" or "when" statements. **A task with no insight.**

Feedback (Positive/Negative/Correct)

Positive Feedback:

Teacher gives the class or individual student feedback on an academic or social behavior that indicates the behavior/response is correct. Can be verbal or gestural.

Negative Feedback:

Teacher informs student that behavior/response is incorrect, but does not provide corrective feedback (e.g., "no" "stop that" "turn around" "quiet". Can be verbal or gestural.

Corrective Feedback:

Teacher tells student why behavior/response is not correct and re-teaches correct behavior/response.

Instructional Grouping

Whole Group:

Whole group is defined as the target student being expected to participate in an activity that involves the majority or the entire class and in which the teacher is providing the students with direct instruction in academic content (e.g., reading, math, science lesson; social skills group). If target student is not participating due to timeout or some other disciplinary action taken by the teacher, score the activity as whole group.

Small Group Peer:

Small group peer is defined as the target student being expected to participate with one or more peers without being teacher directed. During this activity, the students are discussing, collaborating, and working together without the teacher.

Small Group Teach:

Small group teacher is defined as the target student being expected to participate in a group with a portion of the students in the class (at least one other student) and an adult. During this activity the adult is providing the students in the group with **direct** instruction. Code Resource rooms with SG Teach as most of them have 10 students or less.

Independent:

Independent work is defined as the target student being expected to sit at his or her seat (on the floor, at the blackboard) and work independently. This may include reading, completing worksheets, taking a test, etc.

One on One

One on one is defined as the target student being provided individual direct instruction or attention in academic content by an adult. Code "**1-on-1**" immediately; do not wait for the five second count.

Student Acknowledgment

Teacher answers question **or** acknowledges the student. Teacher responds to query from student, either academic or social. **Teacher can respond in a non-verbal way.**

STUDENT BEHAVIORS

Engagement (Active/Passive/Off Task/Downtime)

Active Engagement:

Student Active Engagement: Student is actively engaging with instructional content via choral response, raising hand, responding to teacher instruction, writing, reading, or otherwise completing assigned task.

Passive Engagement:

Student Passive Engagement: Student is passively attending to instruction by orientation to teacher or peer if appropriate.

Off Task:

Student is neither actively engaged nor looking at the teacher but is not disrupting the class in any way (no negative behaviors).

Downtime:

There are no academic expectations of the target student or group target student is part of. Use down-time any time a reprimand or discussion with another student exceeds 5 sec without clear expectations. If student leaves class to go to the restroom/get a jacket/get her jacket, code Downtime.

Disruption

Student is neither actively engaged AND displays behavior that does or potentially could disrupt the lesson (e.g., out of seat; noises, talking to peer, making comments). Behaviors can range from low intensity (out of seat to sharpen pencil) to high intensity (making derogatory statements or destroying property).

Attention Seeking

Student raises hand **or** asks question in an appropriate manner to elicit an answer (academic or social) from the teacher.

2019-2020 JCPS School Coding Proposal

X = CODING	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May/ June
30 AIS & other Identified Schools		30 schools					30 schools			ANALYSIS
5 Climate-Focus Schools	5 Schools		5 Schools		5 Schools		5 Schools		5 Schools	
138 EC classrooms	1X in each of 138 classrooms									

CLIMATE-FOCUSED SCHOOLS

- 5 select schools
 - Focus on secondary schools
 - Based on low baseline indicators
- Bi-monthly coding in classroom and common areas
- Teacher Focus Groups
 - What is climate?
- Focus new codes on quality of teacher-student interactions
 - Non-instructional engagement
 - OTR types, positive/negative feedback
 - Full class student assessment
- Consider disproportionality factors
- Proximal and Distal Dependent Measures
 - Student surveys & Disruptions

AIS & OTHER IDENTIFIED SCHOOLS

- Approximately 30 schools
 - Coded twice per year
- Same as previous JCPS coding
 - All classroom teachers (instructional coding)
 - Common area coding
 - PBIS walk-through
- All results sent summarized and delivered as individual power point files

EARLY CHILDHOOD (EC) CLASSROOMS

- Approximately 138 classrooms coded once each
- Analyze teacher/student behavior
- Analyze differences across variables
 - Student type, classroom type, teacher, etc.
 - Consider disproportionality factors
- Develop recommendations for improvement of EC

Climate Focused Schools (5)

Objectives

1. Develop valid climate measures and determine important predictors of positive school climate
2. Develop and evaluate a protocol for systematically changing positive climate through adult behavior change (using PLCs and coaching)
3. Determine relationships between adult behavior/climate and student outcomes

Activities

1. Create new observation/ coding set to focus on climate
2. Evaluate 5 Climate-Focused schools (5 observations, focus groups, surveys)
3. Provide outcome report to JCPS

Outcomes

- Information to drive scaling up model
- Protocol for MTSS and PBIS coaches to use and train across district

AIS & Other Identified Schools (~30)

Objectives

1. Complete comprehensive observations on instruction, common areas, and PBIS in a select group of schools
2. Provide schools with specific feedback for improvement

Activities

1. Perform school observations (same as previous JCPS observations)
 - Classroom coding
 - Common area coding
 - PBIS walk-through
2. Provide input and coaching support to schools during the year via a project site facilitator
3. Provide power point summaries for every school

Outcomes

- Provide JCPS with additional data by which to consider the impact of instruction and PBIS
- Provide analyses of data in relation to suspension, academic achievement, and disproportionality

Early Childhood Classrooms (~138)

Objectives

1. Create a database to describe what is going on in EC classrooms
2. Develop plans for PD and support based on data

Activities

1. Perform instructional coding observations on each of the approximately 138 EC classrooms in JCPS
2. Consider a range of factors as predictors for both teacher and student behaviors
3. Provide outcome report to JCPS

Outcomes

- Evidence of the degree to which EC teachers use effective practices
- Data to drive decision-making with regard to future PD and support plans
- Data regarding disproportionality, student history, teacher education, and other factors that predict outcomes