

Data Sharing/Use Agreement
Between
Jefferson County Board of Education
And
Oregon Research Institute

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 Oregon Research Institute, a non-profit corporation organized under the laws of Oregon ("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 5, 2020 and will terminate June 30, 2022 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 –

Title: Preschool First Step to Success: An Efficacy Replication Study: Long term follow-up

Funding source: Institute for Education Sciences, US Department of Education

Summary

The purpose of this research is to conduct a Goal 3 efficacy study to replicate the positive effects of the preschool version of the *First Step to Success* intervention—Preschool First Step (PFS)—in improving social/behavioral and academic outcomes to support learning, and to begin to identify the utility of the intervention (i.e., the degree to which it is feasible and practical for implementation in authentic school settings). The original study was conducted from 2016-2019. This data agreement is to facilitate a 3-year project extension to determine the long-term effectiveness of the intervention. We will follow all participating students through 3rd grade.

We plan to connect with all the families (N =87) to re-consent them in February-March 2020. Our follow-up data collection plan includes indicators of: (1) parent-and teacher-reports of social skills and problem behavior, (2) student academic

performance, and (3) office discipline referrals (ODRs), attendance, special education status, expulsions and suspensions, and parent/caregiver conferences in response to child behavior. To help contextualize our assessment, we will collect teacher- and parent reports of social skills and problem behavior in 1st, 2nd and 3rd grade for cohort 3, 2nd and 3rd grade for cohort 2, and 3rd grade for cohort 3. We will also conduct a parent interview to identify the type and amount of school and community-based services participating children have received since preschool during students' 3rd grade year.

We will ask the caregiver and teacher for each student to complete a brief survey to assess parent- and teacher-reported social and behavior outcomes each year to bolster our longitudinal data. The teacher surveys will be communicated via email and completed using a web-based platform. They will complete the assessments outside of school hours and receive a \$100 gift card. The assessment will take approximately 20 minutes. However, our primary data collection for this follow-up study will focus on participating students' outcomes during their 3rd grade year. The end of 3rd grade data collection would include (a) school records review (e.g., state assessments, attendance, IEP status, behavioral reports), (b) direct measure of language/academics (e.g., PPVT, Woodcock-Johnson and/or Oral Reading Fluency), and (c) parent interview including services and other contextual factors. We need JCPS staff to assist in locating families for whom our contact information is no longer valid. We would also need assistance identifying children's teachers until they are in 4th grade; this would include the full sample (N = 87) during the first year, 59 teachers in Year 02, and 29 teachers in Year 3. JCPS research staff would also need to conduct the archival record review for roughly 30 students per year. No student learning time will be disrupted. We will complete the direct assessment of language/academic skills in the home setting.

1. 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.
2. 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 **Attachment 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 Attachment 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 may provide written approval 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.

3. 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.; 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 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 and/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 to perform their job functions;
 - f. Ensuring that all staff accessing data sign an affidavit of nondisclosure, attached as **Attachment B**, and maintain copies of signed affidavits;
 - g. Securing access to any physical areas/electronic devices where sensitive data is stored;

- 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 other than an educational institution that operates a cloud computing service"), Research Organization agrees that:
 - a. 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."
 - b. With a written agreement for educational research, Research Organization may assist an educational institution to conduct educational research as permitted by FERPA.
 - c. Pursuant to KRS 365.734(2), 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.
 - d. Pursuant to KRS 365.734(2), Research Organization shall not sell, disclose, or otherwise process student data for any commercial purpose.
 - e. Pursuant to KRS 365.734(3), Research Organization shall certify in writing to the agency that it will comply with KRS 365.734(2).
- 9. 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 discovered 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, a breach of hard copies of records, etc.); (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.

10. 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.
11. 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 Edward G. Feil, 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.
12. 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.
13. 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/>.
14. 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.

15. 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 **Attachment 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.
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

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 ("Claim" or "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. 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 method of confidential destruction, including but not limited to 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 its 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 Jefferson 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 remaining provisions 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.

AGREED:

Oregon Research Institute
1776 Millrace Drive
Eugene OR 97403

BY: _____

Name: Chris Arthun

Title: Director of Finance and Administration

Date: February 18, 2020

AGREED:

Jefferson County Board of Education
3332 Newburg Road
Louisville KY 40218

BY: _____

Name: _____

Title: _____

Date: _____

61617751.2

Appendix A: Data Use Agreement for Preschool First Step Next Follow-up

History

In May 2015, the University of Louisville, in collaboration with JCPS Early Childhood Program and the Oregon Research Institute, were awarded a four-year collaborative federal grant to evaluate the efficacy of the First Step Next (FSN) early intervention program. First Step Next is a collaborative intervention program, delivered by a behavioral coach and lasting approximately three months, which is geared for Pre-K classroom settings and designed to help children at risk of school failure get off to the best start possible in their school careers. From 2015-2019, 87 student-parent-teacher triads from JCPS early childhood consented to participate. Those who received intervention services in preschool also received an intervention booster in kindergarten, and data collection occurred at baseline, post-test, within-year follow up and 1-year follow up. Participating students are now in 1st through 3rd grade (evenly divided in 3 cohorts). This multi-site study also included triads from Oregon, northern KY, and Illinois. The outcomes, which have been reported annually with a 4th report pending JCPS early childhood administration approval, have been impressive. To summarize, both parents and teachers report significant improvements in social skills and reductions in problem behavior; effect sizes for prosocial outcomes ranged from 0.34 to 0.91. Effect sizes for reductions in problem behavior ranged from 0.33 to 0.63.

In September 2019, our program officer for the Institute for Education Sciences asked our research team to submit a proposal to collect additional data over a 3-year period to further our understanding of the long-term impact FSN has had on participating students. This study has been now been funded by IES and approved by the Oregon Research Institute, University of Louisville and JCPS (contingent on this data agreement) IRBs. ORI will submit a separate Data Use Agreement.

Methods

We will connect with all the families (N =87) to re-consent them in February-March 2020. Our follow-up data collection plan includes indicators of: (1) parent-and teacher-reports of social skills and problem behavior, (2) student academic performance, and (3) office discipline referrals (ODRs), attendance, special education status, expulsions and suspensions, and parent/caregiver conferences in response to child behavior. To help contextualize our assessment, we will collect teacher- and parent reports of social skills and problem behavior in 1st, 2nd and 3rd grade for cohort 1, 2nd and 3rd grade for cohort 2, and 3rd grade for cohort 3. We will also conduct a parent interview to identify the type and amount of school and community-based services participating children have received since preschool during students' 3rd grade year.

We will ask the caregiver and teacher for each student to complete a brief survey to assess parent- and teacher-reported social and behavior outcomes each year to bolster our longitudinal data. The teacher surveys will be communicated via email and completed using a web-based platform. They will complete the assessments outside of school hours and receive a \$100 gift card. The assessment will take approximately 20 minutes. However, our primary data collection for this

follow-up study will focus on participating students' outcomes during their 3rd grade year. **The end of 3rd grade data collection would include (a) school records review (state assessments, attendance, IEP status, behavioral/discipline reports), (b) direct measure of language/academics (e.g., PPVT, Woodcock-Johnson and/or Oral Reading Fluency), and (c) parent interview including services and other contextual factors.**

We would need JCPS staff to assist in locating families for whom our contact information is no longer valid. We would also need assistance identifying children's teachers until they are in 4th grade; this would include the full sample (N = 87) during the first year, 59 teachers in Year 02, and 29 teachers in Year 3. JCPS research staff would also need to conduct the archival record review for roughly 30 students per year. No student learning time will be disrupted. We will complete the direct assessment of language/academic skills in the home setting.

Timeline

- 2019/20 school year (February-June):
 - Secure consent from all parents and all current-year teachers (n = 87).
 - Administer the parent- and teacher-reported social and behavior outcome measures (n = 87).
 - Conduct school record review for Cohort 1 (n=41; 3rd grade).
 - Conduct parent interview and direct measure of child language/academics for Cohort 1.
- 2020/21 school year:
 - Secure consent from current-year teachers (n = 59).
 - Administer the parent- and teacher-reported social and behavior outcome measures (n = 59).
 - Conduct school record review for Cohort 2 (n=30).
 - Conduct parent interview and direct measure of child language/academics for Cohort 2 (n=30).
- 2021/22 school year:
 - Secure consent from current-year teachers (n = 29).
 - Administer the parent- and teacher-reported social and behavior outcome measures (n = 29).
 - Conduct school record review for Cohort 3 (n=29).
 - Conduct parent interview and direct measure of child language/academics for Cohort 2.

Attachment B

SERVICE PROVIDER'S EMPLOYEE NONDISCLOSURE STATEMENT

I understand that the performance of my duties as an employee or contractor of Oregon Research Institute ("Services Provider") involve a need to access and review confidential information (information designated as confidential by the Jefferson County Board of Education, and that I am required to maintain the confidentiality of this information and prevent any redisclosure prohibited under applicable federal and state law. By signing this statement, I agree to the following:

- I will not permit access to confidential information to persons not authorized by Services Provider.
- 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 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.

- I understand that procedures must be in place for monitoring and protecting confidential information.
- I understand that the Family Educational Rights and Privacy Act ("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).

Employee signature:

Date:



Chris Arthun

February 18, 2020

Director of Finance and Administration

Oregon Research Institute
1776 Millrace Drive
Eugene OR 97403