

Data Sharing/Use Agreement

Between

Jefferson County Board of Education

And

**The Rector and Visitors of the
University of Virginia**

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 Rector and Visitors of the University of Virginia, a governmental body organized under the laws of Virginia ("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 March 25, 2020 and will terminate June 30, 2021 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 Compassionate Schools Project is a seven-year research project and ongoing implementation collaboration effort through the University of Virginia and administrated within the Youth-Nex Center/the Curry School of Education. The University of Virginia and Jefferson County Public Schools agree to collaborate on the data collection for evaluation of the CSP curriculum in various JCPS elementary schools, which began in 2015-16 school year and to collaborate post the intervention research implementation period (2016-2019) for ongoing implementation of CSP under JCPS auspices (begun in 2018).

The evaluation project focuses on developing and implementing a health education curriculum for students, grades K-5, that combines mindfulness training, learning postures that help with awareness of the body and self-control, social and emotional skills that increase emotional awareness, perspective taking, working well with others, and nutrition information that promotes healthier eating habits. The research interest is in testing the benefits of such a curriculum for children's health, behavior, academic engagement and achievement over the time period during 2 years of controlled implementation and 2 years post-controlled implementation.

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 **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. Research Organization shall submit a description of the studies, to Data Provider for IRB approval which 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 shall be reduced to writing, signed by both Parties, and included in this Agreement via an amendment to Attachment A. Any agreed upon changes to the studies shall be submitted to the JCPS IRB for approval and may require an amendment to the MOA between Research organization and Data Provider.
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 shall conduct the research 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 shall report only aggregate data and shall not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.
3. Research Organization shall 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 State and Federal confidentiality laws and regulations including but not limited to FERPA; the Privacy Act of 1974, 5 U.S.C. 552a; the Kentucky Family Educational Rights and Privacy Act, KRS 160.700 et seq.; the Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.; the Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.; the Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931 et seq.; the Kentucky Open Records Act, KRS 61.820 et seq.
2. If the performance of this Agreement involves the transfer by Data Provider to Research Organization of any data regarding any Data Provider student that is subject to FERPA, Research Organization agrees to:
 - a. In all respects comply with the provisions of FERPA.
 - b. Use any such data for no purpose other than to fulfill the purposes of the Project, and not share any such data with any person or entity other than Research Organization and its employees, contractors and agents, without the approval of Data Provider.
 - c. Require all employees, contractors and agents of Research Organization to comply with all applicable provisions of FERPA with respect to any such data.
 - d. Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of the Project.

- e. Conduct the Project in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agents 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 the extent permitted by applicable law, 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 D./5 of this Agreement.
- 5. Research Organization shall not use data shared under this Agreement for any purpose other than the goals outlined in this Agreement. Nothing in this Agreement shall be construed to authorize Research Organization to have access to additional data from Data Provider that is not included in the scope of this Agreement (or addenda). Research Organization understands that this Agreement does not convey ownership of the data to Research Organization.
- 6. Research Organization shall take reasonable security precautions and protections to ensure that persons not authorized to view the data do not gain access to the data. Reasonable security precautions and protections include, but are not limited to:
 - a. Creating, distributing, and implementing data governance policies and procedures which protect data through appropriate administrative,

technical and physical security safeguards, and outline staff responsibilities for maintaining data security;

- b. Encrypting all data carried on mobile computers/devices;
 - c. Encrypting data before it is transmitted electronically;
 - d. Requiring that users be uniquely identified and authenticated before accessing data;
 - e. Establishing and enforcing well-defined data privilege rights which restrict users' access to the data necessary for this to perform their job functions;
 - f. Ensuring that all staff accessing data sign an affidavit of nondisclosure, attached as **Attachment B**, and maintain copies of signed affidavits;
 - g. Securing access to any physical areas/electronic devices where sensitive data are stored;
 - h. Installing a firewall to permit or deny network transmissions based upon a set of rules; and
 - i. Installing anti-virus software to protect the network.
7. If Research Organization receives Personal Information as defined by and in accordance with the Kentucky Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), Research Organization shall secure, protect and maintain the confidentiality of the Personal Information by, without limitation, complying with all requirements applicable to "non-affiliated third parties" set forth in the Act, including but not limited to the following:
- a. "Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:
 - i. An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
 - ii. A Social Security number;
 - iii. A taxpayer identification number that incorporates a Social Security number;

- iv. A driver's license number, state identification card number or other individual identification number issued by an agency;
 - v. A passport number or other identification number issued by the United States government; or
 - vi. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by FERPA.
- b. As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement."
 - c. Research Organization shall not re-disclose, without the written consent of Data Provider, any "personal information," as defined in KRS 61.931, or any other personally identifiable information of a student or other persons, such as employees.
 - d. Research Organization agrees to cooperate with Data Provider in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
 - e. Research Organization agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.
8. If Research Organization is a cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person or entity other than an educational institution that operates a cloud computing service"), Research Organization agrees that:
- 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.
9. 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.

10. Pursuant to KRS 365.734, Research Organization shall not sell, disclose, or otherwise process student data for any commercial purpose.
11. Pursuant to KRS 365.734, Research Organization shall certify in writing to the agency that it will comply with KRS 365.734(2).
12. Research Organization shall report all known or suspected breaches of the data, in any format, to Dr. Dena Dossett, Chief, Accountability, Research, and Systems Improvement Division. The report shall include (1) the name, job title, and contact information of the person reporting the incident; (2) the name, job title, and contact information of the person who discover the incident; (3) the date and time the incident was discovered; (4) the nature of the incident (e.g. system level electronic breach, an electronic breach of one computer or device, or a breach of hard copies of records; (5) a description of the information lost or compromised; (6) the name of the electronic system and possible interconnectivity with other systems; (7) the storage medium from which information was lost or compromised; (8) the controls in place to prevent unauthorized use of the lost or compromised information; (9) the number of individuals potentially affected; and (10) whether law enforcement was contacted.
13. 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.
14. 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 Patrick H. Tolan Ph.D. (or an alternative designee specified in writing) 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.
15. 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.

16. Research Organization shall use or collect data for the purpose of conducting a research study, and Research Organization has separately submitted an external research request through Data Provider's online system for review and approval by JCPS IRB: <https://assessment.jefferson.kyschools.us/DRMS/>.
17. 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.
18. 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 Temporary Custodian.

G. LIABILITY

Each party shall be acting as independent contractors in the performance of this work, and shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of their respective employees or agents in connection with the performance of this work for which they may be held liable under applicable law. 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 to the respective address listed below 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 Research Organization's approved methods of confidential destruction, including shredding, for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

I. PUBLICATIONS AND COPYRIGHTS

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

J. MODIFICATION

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

K. QUALITY OF SERVICES

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

L. BREACH OF DATA CONFIDENTIALITY

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

M. 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.

N. 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.

O. 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.

P. 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. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of either Party or the Commonwealths of Virginia or Kentucky.

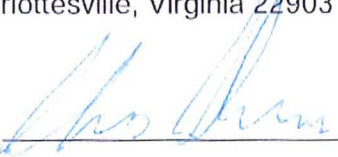
Neither Party may use the name, trademark, logo, symbol, or other image or trade name of the other Party or its employees and agents in any advertising or publicity material or make any form of representation or statement in relation to this Agreement which would constitute an express or implied endorsement of any commercial product or service, and it will not authorize others to do so, without first having obtained written permission from the other Party.

Q. 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:

The Rector and Visitors of the University of Virginia
1001 North Emmet Street
Charlottesville, Virginia 22903

BY: 

Name: William J. Schaefer

Title: Senior Contract Negotiator

Date: 3/17/2020

AGREED:

Jefferson County Board of Education
3332 Newburg Road
Louisville KY 40218

BY: _____

Name: _____

Title: _____

Date: _____

Attachment A

CONFIDENTIAL INFORMATION TO BE DISCLOSED – list of all data fields that will be shared by JCPS

CONSENTED STUDENTS – (identifiable)

- School to which student is enrolled each year of the evaluation study for follow-up location and assessment
- Race (only when missing)
- Gender (only when missing)
- Birthdate (only when missing)

SCHOOL LEVEL (mostly available on website)

- Absences
- Accountability Profile
- Admin with NBC
- % Chronic Absenteeism
- Elementary Diversity Index
- ECE Data by Disability
- Enrollment by Race and Gender
- %ESL
- %FARMS
- % FARMS by Race
- NADP Gap
- Growth
- Brigrance
- Limited English Proficiency by Race
- Options/Magnet Applications (Total Count)
- % market share for grades k-5
- % students enrolled in public school (K-5)
- Math Mechanics: Apprentice
- Math Index
- Math Mechanics: Novice
- Math Mechanics: Proficient
- Math Mechanics: Proficient & Distinguished

- Mobility index
- % Parent Satisfaction Agreement Average
- Parent Response Rate
- Percent Limited English Proficiency Among Enrollment
- PTA conference trend
- PTA membership trend
- Per Pupil Spending
- Reading Mechanics: Apprentice
- Reading Mechanics: Distinguished
- Reading Index
- Reading Mechanics: Novice
- Reading Mechanics: Proficient
- Reading Mechanics: Proficient & Distinguished
- Retention Rate
- School District
- Science Mechanics: Apprentice
- Science Mechanics: Distinguished
- Science Mechanics: Novice
- Science Mechanics: Proficient
- Science Mechanics: Proficient/Distinguished
- Social Studies Mechanics: Apprentice
- Social Studies Mechanics: Distinguished
- Social Studies Mechanics: Novice
- Social Studies Mechanics: Proficient
- Social Studies Mechanics: Proficient/Distinguished
- Stability trend index
- % Student Satisfaction Agreement Average
- Student Attendance Rate
- Student Response Rate
- Percent of third graders retained in
- African American Female Suspensions
- African American Male Suspensions
- American Indian or Alaskan Female Suspensions
- American Indian or Alaskan Male Suspensions
- Total Suspensions
- Asian Female Suspensions
- Asian Male Suspensions
- Latino Female Suspensions
- Latino Male Suspensions
- Native Hawaiian or Pacific Islander Female Suspensions
- Native Hawaiian or Pacific Islander Male Suspensions
- Total Female Suspensions
- Total Male Suspensions
- Suspensions

- Two+ Female Suspension Rate
- Two+ Male Suspension Rate
- White Female Suspensions
- White Male Suspension
- % Teacher Attendance
- % teachers with masters or above
- teachers with nbc
- % Teacher Retention
- Title 1 SLN
- Total Enrollment
- Total number of homeless students (COUNT)
- Writing Mechanics: Apprentice
- Writing Mechanics: Distinguished
- Writing Mechanics: Novice
- Writing Mechanics: Proficient
- Writing Mechanics: Proficient and Distinguished
- AA Enrollment Count
- AI Enrollment Count
- Asian Enrollment Count
- Latinx Enrollment Count
- PI Enrollment Count
- TwoPlus Enrollment Count
- White Enrollment Count
- Other Enrollment Count
- % Enrollment African American
- % Enrollment Latinx
- % Enrollment Other
- % Enrollment White
- Male Enrollment Count
- Female Enrollment Count
- AA Suspensions: Count
- AA Suspensions: Percent
- White Suspensions: Count
- White Suspensions: Percent
- Latinx Suspensions: Count
- Latinx Suspensions: Percent
- Other Suspensions: Count
- Other Suspensions: Percent
- Female Suspensions: Count
- Male Suspensions: Count
- Female Suspensions: Rate
- Male Suspensions: Rate
- CSS Scores

GRADE LEVEL

- Race
- Gender
- LEP
- ESL
- KPREP_RD
- KPREP_MA
- KPREP_SC
- KPREP_SS
- KPREP_WR
- Behavior Referrals
- Suspensions

STUDENT LEVEL Data from all participating schools (De-indentified)

- KPREP_RD
- KPREP_MA
- KPREP_SC
- KPREP_SS
- KPREP_WR
- Suspensions
- Referrals

Attachment B – can replicate for multiple employees

RESEARCH ORGANIZATION'S EMPLOYEE NONDISCLOSURE STATEMENT

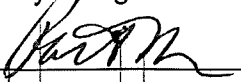
I understand that the performance of my duties as an employee or contractor of The Rector and Visitors of the University of Virginia ("Research Organization") involve a need to access and review confidential information (information designated as confidential by the Jefferson County Board of Education, 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 understand the following requirements to which I am bound as an employee of Research Organization:

- I will not permit access to confidential information to persons not authorized by the Research Organization.
- 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

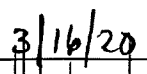
U.S.C. 1751 et seq)(NSLA) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) and the regulations implementing these Acts, is confidential information.

- 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:
 - a. An account number, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
 - b. A Social Security number;
 - c. A taxpayer identification number that incorporates a Social Security number;
 - d. A driver's license number, state identification card number, or other individual identification number issued by any agency;
 - e. A passport number or other identification number issued by the United States government; or
 - f. Individually identifiable health information as defined in 45 C.F.R. sec. 160.103, except for education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g.
- I understand that other federal and state privacy laws protect confidential data not otherwise detailed above and I acknowledge my duty to maintain confidentiality of that data as well.
- I understand that any personal characteristics that could make the person's identity traceable, including membership in a group such as ethnicity or program area, are protected.
- In addition, I understand that any data sets or output reports that I may generate using confidential data are to be protected. I will not distribute to any unauthorized person any data sets or reports that I have access to or may generate using confidential data. I understand that I am responsible for any computer transactions performed as a result of access authorized by use of sign on/password(s).

Employee signature:


61617751.2 Patrick H. Tolan

Date:


3/16/20

Attachment B – can replicate for multiple employees

RESEARCH ORGANIZATION'S EMPLOYEE NONDISCLOSURE STATEMENT

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- 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.
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 - f. Individually identifiable health information as defined in 45 C.F.R. sec. 160.103, except for education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g.
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Employee signature: *Jacqueline Otunrase*

Date: 3/16/20

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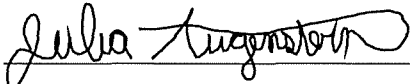
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Date:

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Employee signature:



Date:



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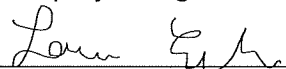
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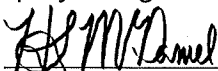
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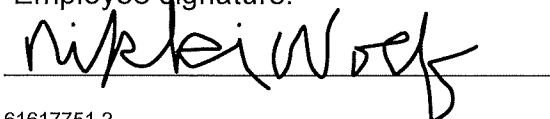
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